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A Study of Collective Bargaining Relations in the Meat Packing Industry : (A Historical and Analytical Examination of Changes in Bargaining Agreements between Swift & Company and the Amalgamated Meat Cutters and Butcher Workmen of North America (AFL))

Leland Vincent Meader
Loyola University Chicago

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A STUDY OF

COLLECTIVE BARGAINING RELATIONS IN THE MEAT PACKING INDUSTRY

**(A Historical and Analytical Examination of Changes in Bargaining
Agreements Between Swift & Company and the Amalgamated Meat
Cutters and Butcher Workmen of North America (AFL) 1942-1954)**

by

Leland Vincent Meader

**A Thesis Submitted to the Faculty of the Institute of Social and
Industrial Relations of Loyola University in Partial
Fulfillment of the Requirements for the
Degree of Master of Social and
Industrial Relations**

June

1955

LIFE OF AUTHOR

Leland Vincent Meader was born in Chicago, Illinois, March 27, 1932.

He was graduated from Gage Park High School, Chicago, Illinois, February 1950, and from Wilson Junior College, January, 1952, and from Roosevelt University of Chicago, June, 1953 with the degree of Bachelor of Arts.

The author and his family have been connected with the meat packing industry for several generations, his grandfather being a 50-year service employee with one of the larger meat packers, and his father currently a 35-year service employee.

During 1953 and 1954, the author was employed by Swift & Company in the Industrial Engineering Department, where he had many personal contact with the workers and management. He began his graduate studies at Loyola University in September, 1953.

The writer has been engaged as a research assistant by the Group for the Study of Human Relations in the Meat Packing Industry since April, 1953.

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CHAPTER I

INTRODUCTION

The process of collective bargaining has become recognized by statute and public concern as a social device of great importance in a democratic, industrial nation. Yet, even today, the majority of Americans are aware of the process only when it fails. Except in spectacular instances when negotiations drastically affect the public convenience, the daily press pays little attention to the thousands of collective bargaining conferences which each year determine the wages, hours, and working conditions of millions of wage earners. The strike receives in labor relations the same over-emphasis in the public mind that the surgical operation does in medicine. The gradual process of resolving conflict into agreement seldom becomes the subject of after-dinner conversation. Perhaps for this reason, the detailed procedures in collective bargaining, apart from strikes and their settlement, have received far too little attention from economists and public officials. While this researcher feels that it is too much to hope for that this thesis will produce any profound effect on collective

bargaining in the meat packing industry, he does hope that this thesis might serve as a contribution to the all too few analytical examinations of collective bargaining agreements. This is written in a dimensional approach to the agreements, so that the reader might get a more comprehensive picture, not only of the isolated agreements, but rather the collective bargaining agreements, their background, the personalities administering them, and the forces which have caused changes in the agreements. The meat packing industry has received far too little collective bargaining research when we consider research in steel and automobile manufacturing industries.

In its economic characteristics, the American meat packing industry presents a number of striking features. Essentially, the packer is not engaged in production, but rather in distribution, for by far the greater part of the value of his product is the cost of raw material, or livestock. More than half the larger packers' expenses are for freight and selling, and receipts from by-products alone largely offset the total cost of slaughter and distribution. The plant operations may therefore be looked upon simply as processes preparatory to the distribution of meat and by-products in a more economical way than that afforded by the earlier method of sending the live animals to the consuming centers. Again, the nature of the

packers' operations presents many cost accounting complexities.

Like the flour miller and the oil refiner, the packer is engaged in processing a raw product; and from the time this process starts until the final disposal of its many parts to the ultimate consumer, the problem of allocation of costs among the different products is constantly present. In beef packing it is largely one of the major products versus by-products costs; in pork packing it is mainly one of joint costs. The possibilities offered for concealment of profit through the particular accounting practices adopted under these complicated conditions have been a subject of no little controversy between the packers and the public authorities. Much of the by-product of the industry is highly perishable, thus presenting more difficulties.

The production and distribution of food in the United States employs upward of 7,500,000 people, counting those engaged in farming, manufacturing, and selling. In terms of the value of its output, the meat packing industry is the most important of the food industries.¹

1 Lewis Corey, Meat and Man, New York, 1950, 3-5.

Approximately two thirds of the cost of meat products is made up by the cost of raising the animals. While meat packing stands first in the value of output, it ranks lower in value added by manufacture and in the number of employees.²

In this study of collective bargaining agreements, we can by no means say that collective bargaining agreements are legal instruments entirely detached from their surroundings. On the contrary, these bargaining contracts tend to take on the personality of the persons negotiating them and the industries they are negotiated in.³ These collective bargaining agreements also represent the objectives and attitudes of union and management, the length of time the parties have been bargaining collectively, the economic conditions of the firm, and the economy generally.

² See Table I, p. 5.

³ Harold W. Davey, Contemporary Collective Bargaining, New York, 1951, 67-68.

TABLE I
BREAKDOWN OF FOOD MANUFACTURERS
U. S. A. 1947

Product	Total Value of Product	Value Added by Manufacture	Number of Employees
Meat	\$8,860,715,000	\$1,045,155,000	230,062
Dairy	5,364,749,000	1,225,575,000	207,669
Canned Foods	2,469,424,000	916,621,000	201,627
Grain Mill	5,226,736,000	1,001,693,000	113,217
Bakery	2,416,891,000	1,100,836,000	233,310
All Foods	(not available)	9,022,000,000	1,440,000

Source: U. S. Department of Commerce, Bureau of Census. These figures are from the preliminary reports of the 1947 Census of Manufacturers. The relative ranking of the food industries did not change from that of 1939.

CHAPTER II
THE HISTORY AND DEVELOPMENT
OF
BARGAINING RELATIONS BETWEEN SWIFT & COMPANY
AND THE A.M.C. & B.W.

Development of the A.M.C. & B.W.

The meat packing industry has, for the past thirty years, been in a constant state of flux concerning its workers' organization into labor unions. Not only was the state of labor organization in a flux, but also the composition of the force itself varied as the waves of immigrants varied. This was a decided advantage, of course, for the packers. When we consider the newcomers to America around 1886, we see people who could not speak the language of the country, people who had not become accustomed to the new way of the land, and people who were afraid of anyone who resembled authority. At this time the packinghouse labor force was made up of Poles, Lithuanians, Bohemians, Slovaks and Germans. The packers used every means possible to thwart organization of the workers, for organization meant possible restrictions on the

practices the packers used in operating their businesses. "The packers every week", wrote Upton Sinclair,¹ "received reports of what was going on, and often they knew things before the members did."

The flux of the labor force and the opposition of the packers were probably the two greatest obstacles preventing effective organization by the Amalgamated Meat Cutters and Butcher Workmen of North America.

The Amalgamated Meat Cutters and Butcher Workmen was chartered by the A. F. of L. in 1897 with twenty-eight locals made up of 75,000 members.² The union, under the leadership of Mike Donnelly, President from 1898 to 1905, pushed for union recognition which lead to the first strike in 1904 between the Amalgamated and Armour, Swift, Gudahy, Morrell, and Wilson. The strike involved 25,000 Chicago workers.

1 Upton Sinclair, The Jungle, New York, 1905, 27. (Upton Sinclair's work is considered by some researchers as a questionable historical source).

2 T. W. Glocker, The Unit of Government in the Meat Cutters and Butcher Workmen's Union, New York, 1905, 42.

The demands were:³

1. Union recognition
2. A raise in the hourly rate for labor from eighteen cents to twenty cents
3. Ten hour day
4. Seniority rights

The strike was a success and eight days later the packers granted union recognition on a national scale and also arbitration of the strikers' demands. This settlement was, unfortunately, disrupted when the packers began to re-hire workers. Part of the settlement of the strike included re-employment of workers, but no specific order was laid down. The packers seized this opportunity to discriminate against the union members and organizers, thus leading to re-occurrence of the strike. According to R. F. Clemen,⁴ "The workers' mistake was a natural one where it followed a history of grievances on both sides, and a conviction on the part of the workmen that the packers were determined to destroy their union." This strike also saw the active Amalgamated workers blacklisted, thus revealing another anti-union tactic of the packers.

³ Ibid., 42.

⁴ R. F. Clemen, The American Livestock and Meat Industry, New York, 1923, 702.

After this defeat, the Amalgamated remained on the inactive list until 1918 when a wave of organization swept the country and the butcher workmen, with other workers, profited by it.

In 1917, after America's entry into the war, the Amalgamated seized the opportunity to ask for higher wages and improved conditions which, as it might be expected, the packers refused. Because of the war, however, the Government stepped in and the case went to arbitration.⁵

To avoid interruptions in supplies essential to a successful prosecution of the war, the Government, in 1917, negotiated an agreement with the larger meat packers which provided that employees would be granted the right to join unions of their own choosing and that unsettled labor disputes would be adjusted by a government administrator. The Federal judge appointed by the President was Samuel Alschuler.

⁵ Lewis Corey, Meat and Man, New York, 1950, 64.

Judge Alsehuler had probably the greatest effect on the meat packing industry that any one man could have. In 1918, he awarded the following:

1. A basic eight-hour day
2. Compensation at premium rates for weekly overtime work and for work on Sundays and holidays
3. Paid twenty-minute lunch periods on three eight-hour shift operations
4. Wage increases
5. Equality of wage rates for male and female employees doing the same class of work.⁶

At this time Swift & Company employees were receiving a forty-five hour weekly guarantee which was reduced to the prevailing forty-hour guarantee to conform with other plants. Judge Alsehuler's award had a favorable effect on the Amalgamated's membership.

By 1921, the Amalgamated boasted of a 100,000 membership. But, unfortunately, dissension and factional struggles split the union into several competing groups. At this time, the Government had intervened in the meat packing industry initiating arbitration agreements. On September 15, 1921, at

⁶ In the Matter of the Arbitration of Six Questions Concerning Wages, Hours, and Conditions of Labor in Certain Packing House Industries, by Agreement Submitted for Decision to an United States Administrator, Chicago, Illinois, April 30, 1918, 16.

the termination of the government agreements, Armour, Swift, Cudahy, Wilson and Morrell refused to continue to negotiate with the union, thus leading to a nation-wide strike. This left Swift free to adopt an employee representation plan which purported to bring unions in while it really tried to keep them out.

Torn by increased internal strife after the 1921 strike, the membership of the Amalgamated in 1923 remained low (around 10,000 members⁷) until the National Industrial Recovery Act was enacted in 1933 and the passage of the National Labor Relations Act (1935). These acts led the way for organizing drives of the Amalgamated and corresponding increases in membership. With the declaring of the National Recovery Act as unconstitutional in 1935, the "company unions" began to disappear.⁸

In 1943, the Amalgamated again boasted of 100,000 members, and today we find that together with the United Packinghouse Workers of America, these two unions represent the bulk of the industry's workers.⁹

7 Leo Wolman, Ebb and Flow in Trade Unionism, National Bureau of Economic Research, New York, 1936, 184-185.

8 Amalgamated Meat Cutters and Butcher Workmen (AFL), Synopsis of Proceedings of the Fourteenth General Convention, 1936, 6.

9 U. S. Department of Labor, Collective Bargaining in the Meat Packing Industry, Bureau of Labor Statistics, Bulletin #1063, Washington, 1952, 6.

Extent of Collective Bargaining

The meat packing industry is centered mainly in the midwest with approximately 90% of the production workers in the industry under union agreements negotiated almost exclusively with the Amalgamated Meat Cutters and Butcher Workmen of North America (AFL), and the United Packinghouse Workers of America (CIO).⁹ Another union, the National Brotherhood of Packinghouse Workers, however, entered the scene and together, these three unions have, for the past decade, negotiated master agreements with Armour, Swift, Cudahy, and Wilson.

Of its 175,000 members in 1950, the A.M.C.B.W. reported about 90,000 in the meat packing industry, primarily in packing houses, branch houses, and other related operations.¹⁰ The majority of the remaining members are employed in retail butcher shops, but many work in canneries, poultry and egg houses, and tanneries. The A.M.C.B.W. is dominant in the meat packing plants on the West Coast where most of the agreements are negotiated by employers' associations or other multi-employer groups.

9 Ibid., 8.

10 Ibid.

Nature of the Work and Composition of the Labor Force

A large proportion of the labor force in Swift & Company is unskilled or semi-skilled. In fact, about twenty to twenty-five per cent of the workers are found in the common labor group alone. This is mainly as a result of a combination of minute divisions of labor, coupled with the absence of highly mechanized operations. A few jobs in the butcher and maintenance classifications require a rather high degree of skill. With few exceptions, the skilled jobs are held by men. The mechanical gangs, of course, are entirely composed of men.

Predominance of non-white workers is found largely in the Chicago area, the center of meat packing operations. These workers have been an important segment of the industry's labor force for almost half a century. Although they account for about thirty per cent of the work force in the industry as a whole, they constitute more than half the labor force in and around the Chicago area.¹¹

¹¹ Ibid., 9

Certain tasks are especially adapted to women. Examples of this might be a Sliced Bacon Department where finger dexterity is of prime importance as well as other departments where packaging operations are performed. Since the slaughtering process in meat packing is primarily one of disassembly, followed by further processing into cured meats, we find a considerable amount of packaging and packing operations performed by women. During World War II, women represented about fifteen to twenty per cent of the total labor force in the industry. The proportion is now estimated at more than twenty per cent.¹²

In the meat packing industry, there is a rather generally recognized division of functions between the larger and smaller plants. The latter tend to buy about the same number of livestock each week without regard to the size of current total supply of livestock. The larger plants tend to stand ready to absorb the major part of the expansion and contraction in over all hog numbers, thereby being forced to maintain a very high flexibility of operations. It is obvious that, especially in the larger packers, such wide seasonal and

¹² United Packinghouse Workers of America, The Packinghouse Worker, March 2, 1951, 2.

random variations in volume of operations create very difficult problems for labor and management. This is particularly true because of the element of uncertainty involved in predicting in advance what the supply of hogs will be.

Faced with these uncertainties, Swift takes on and lays off employees primarily with reference to the predictable broad seasonal swings in livestock receipts. To some small extent, workers are temporarily transferred from one department to another as an alternative means of more fully utilizing a given labor force. Such a procedure keeps trained personnel on the payroll, helps to even out the varying work loads in various departments, and promotes the stability of employment.

Historical Background of Swift & Company

An analysis of the bargaining relations between Swift & Company and the Amalgamated would not be complete without a presentation of the development of the Company. The Company was founded by Gustavus Franklin Swift in 1877 as the Swift Brothers Company.¹³ The name of the Company was changed to Swift & Company in 1885, and at the same time that the

¹³ Theodore V. Purcell, The Worker Speaks His Mind on Company and Union, Cambridge, 1953, 16.

dressings of hogs was started by the Swift brothers. The original capitalization in 1885 totaled \$300,000 and Gustavus Swift, Sr. was elected president of the Company. Under his aggressive leadership, the Company grew rapidly. Westward expansion moved at a phenomenal rate. The first plant in the expansion plan was located in Kansas City, Kansas, in 1887. In 1888, another plant was started in Omaha, Nebraska, and in 1893, the National Stockyards, in National Stockyards, Illinois, was formed. St. Paul, Minnesota, was invaded by Swift in 1897; St. Joseph, Missouri, also in 1897, and Ft. Worth, Texas, in 1902. This gives a picture of the rapid growth of Swift & Company under the dynamic leadership of Gustavus Swift.

At the turn of the century when consolidations were in the air, Gustavus Swift, seeing the possible savings of mass production, formed the National Packing Company with Armour and Morris in 1902. Gustavus Swift died in 1903 at the age of sixty-three years. The combination of packers was later dissolved because of the public opinion against it. Since that time, "The Government has brought twelve different antitrust suits against Swift & Company, and two against the

National-Packing Company."¹⁴

The refrigerator car has had a tremendous influence in the packing house business. For with its use, the packers could transport perishables long distances with little or no fear of spoilage. While the refrigerator car and other types of refrigeration methods were not invented by the packers, they quickly seized all of the patents and, through the control of refrigerator cars and cold storage distribution plants, they were able to stifle competition while they built monopoly. Gustavus Swift established a refrigerated meat business at his Chicago Union Stockyards, and by 1890, the refrigerator car was in general use. The introduction of refrigerated meats and other great technical improvements, combined with favorable economic and social changes, provided the enterprising Swift with the opportunity and the means for industrialization of packing house operations on a large scale.

After Gustavus Swift's death in 1903, the Company remained under the leadership of his sons. The elder Swift left many traditions and influences which continue on even today, many years after his death. The Company remained under the leadership of Swift's sons for more than thirty years after

14 Ibid., 18.

his death, and not until 1937, when John Holmes was elected President of Swift & Company, did the Company pass out of Swift family hands. While today, the family does not control the Company, the influence of Swift family spirit remains in the person of Swift's youngest son, Harold, who is Chairman of the Board of Directors. Other members of the family hold various executive positions.

The Company continued to grow and expand after Gustavus Swift's death, until "today, Swift & Company is the largest of the 'Big Four' meat packers, and the pattern setter in many ways, especially in the terms of union contracts,"¹⁵ (See Table II).¹⁶ The financial position might enable the Company to concede to many union demands which might possibly put the other packers in an unfavorable competitive position because of excessive operating overheads. Swift, however, has not applied this kind of technique.

15 Ibid., 19

16 See p. 20

An example of the present financial position of Swift will serve to illustrate its position:

Swift & Company profits for 1953 swept to an all-time high at \$69.9 million before taxes dwarfing the \$55.3 million racked up in 1947, the company's previous banner year, and far out-distancing 1952's substantial \$43.7 million - - a 60 per cent gain. The after-tax net of \$33.9 million represents a 56 per cent jump over the comparable figure for 1952 earnings. With the addition of a "special credit" item to the net attributed to "consolidation of subsidiaries not previously consolidated", the final figure on the year's "take" is a figure in excess of \$40 million. Also, Swift's total surplus now adds up to the fantastic sum of \$175,805,714.00. Sales during 1953 topped Swift's nearest rival, Armour, by half a billion, reaching nearly \$2.6 billion.¹⁷

¹⁷ United Packinghouse Workers of America, The Packinghouse Worker, Vol. 13, #1, January, 1954, 1-3.

TABLE II

SALES VOLUME, NUMBER OF PLANTS, AND EMPLOYMENT IN BIG FOUR FIRMS

Firm	Sales ¹ (Mill.)	No. of Meat-Pack- ing Plants ¹	Employment ² (Thous.)
Swift & Co.	2597.0 (A)	55	58.4
Armour & Co.	2088.8 (B)	40	61.6
Wilson & Co.	674.8 (C)	9	24.0
Cudahy Packing Co.	465.2 (D)	10	14.1

1 Moody's Industrials, 1954

(A) p 160-161

(B) p 175-176

(C) p 233-234

(D) p 166-167

2 "Census Report on Meat Packing", National Provisioner, June 11, 1949, 15.

TABLE III

BREAKDOWN OF UNION REPRESENTATION IN SWIFT & CO. AS OF APRIL, 1948*

Union	No. of Plants	No. of Workers
UPWA	24	23,500
AMC&BW	9	5,100
NRPW	9	9,800
TOTAL	42	38,400

* Source: Securities and Exchange Commission, Form S-11, Registration Statement under the Securities Act of 1933, filed April, 1948, 8.

Note: This breakdown is the most recent one available for publication.

CHAPTER III

AN ANALYSIS AND SYNOPSIS

OF

CHANGES IN MAJOR CONTRACT CLAUSES

The Grievance Procedures

While no two companies have the same internal organization, the grievance procedure is common to all managements under collective bargaining. "The grievance procedure is second in importance to the union man, and the seniority provision is first".¹ Through the grievance procedure, the employee has the opportunity to voice his complaints about the every day happenings in the plant affecting him. Used as a device for communication from bottom to top, the grievance machinery informs the higher management as well as the lesser officials of the company of the workers' complaints. A grievance may pass through the various levels of decision

¹ Personal interview with John Powderly, Assistant Research Director of the Amalgamated Meat Cutters. (February, 1955)

making until it reaches the highest possible authorities of both management and labor. Thus the grievance machinery is a vital part of union-management relations. It gives the worker a voice in the affairs which affect him, and it gives management an indication of the problems of the worker in the plant. Using the grievance machinery as an indicator of employee discontent, management may promote better employee-employer relations by providing for a remedy for those complaints which occur as grievances most frequently.

The grievance machinery included in the collective bargaining agreements between Swift and the Amalgamated, covering the period of August 11, 1942 to August 11, 1943 (Exhibit A), provided for a six-step grievance procedure. The steps began with the employee and the foreman (step 1) and terminated in the sixth step with arbitration of the dispute by Charles C. Gregory, the permanent arbitrator. A settlement of the grievance reached at any of the six steps was to be final and binding. Beginning with the second master agreement covering the period of April 25, 1945 to August 11, 1946 (Exhibit B), the third step of the machinery was changed. The change provided for a restricting time element which required that the processing of a grievance in the first three steps of the procedure was not to exceed ten days in length. This change was

incorporated into the agreement so that the time required for processing a grievance might be shortened. This meant that any procrastination or deliberate delaying of a grievance was discouraged. The union felt that the longer a grievance settlement was delayed, the more distorted the facts concerning the grievance became. They also felt that in order to keep the membership satisfied, prompt settlement of grievances was important.²

Another change in the second agreement (Exhibit B) provided that a duly authorized union representative was to have the right to visit the departments of the plant in company with the superintendent of the plant or his representative for the purpose of investigating a grievance after it had reached the third step. This change was initiated by the union so that they might be better informed about the grievance and be able to discuss it more intelligently.

The contract covering the period from December 3, 1946 to August 11, 1948 contains more changes made in the grievance procedure than any other previous and succeeding master agree-

² Personal interview with John Powderly, Assistant Research Director of the Amalgamated Meat Cutters. (February, 1955)

ments. The following changes were made:

1. A clause providing that duly elected stewards would be allowed time off with pay from their work for settling grievances in the first, second and third steps. However, the steward was not to leave his job without first securing permission from his immediate supervisor.

2. The second step of the grievance procedure was changed so that a union representative with or without the aggrieved employee could present the grievance to the general foreman or division superintendent. In the previous agreements, the employee had the responsibility of processing the grievance into the second step. Beginning with the December 3, 1946 agreement (Exhibit C), the union representative could process the grievance into the second step with or without the employee.

3. The third step in the grievance machinery of the April 25, 1945 agreement (Exhibit B), was dropped; Thus shortening the grievance machinery of the December 3, 1946 agreement (Exhibit C), to five steps.

4. An elaborate processing time arrangement was incorporated into this agreement (Exhibit C, p. 4). The new provision replaced the former provision which allowed ten days for the processing of grievances in the first three steps. The

new elaborate time arrangement represented a joint effort on the part of management and labor to promptly process grievances.

5. In the new five-step grievance procedure, the plant superintendent's presence was required at the meetings of the grievance committee occurring at the third step.

In the agreement covering the period of October 14, 1949 to August 11, 1950, the elaborate time arrangement for processing grievances was replaced with a time limitation providing fifteen days for processing grievances from the occurrence which constituted the cause for the grievance. The union agreed that grievances should be filed as quickly as possible after their occurrence, but they did not feel that time restrictions beyond that were feasible or necessary. The union assured the company that grievances would not be prolonged as a result of no time restrictions in the grievance steps, and the present agreement was arrived at.

A change in the method of presentation and answers to third step grievances was also included in the October 14, 1949 agreement (Exhibit E). The union was required to present third step grievances in writing and the company was required to answer third step grievances in writing. The union initiated the clause requiring written answers to third step grievances,

and the company initiated the clause requiring written presentation of third step grievances. Both parties agreed that by making the presentation and answers to grievances in writing lessened the chance that any distortion of the facts of the grievance would occur if it was necessary to process the grievance to the arbitration step.

Beginning with the November 10, 1952 agreement, a clause was included in the grievance machinery which provided that witnesses to grievances could be called to testify before the grievance committee in the third step. This clause was initiated by the union because the union believed that in order to process grievances to the satisfaction of the employees and at the same time get the facts of the grievance correct, the witnesses to the grievance should be available to testify before the committees processing the grievances. It had been an established practice for the union to have access to witnesses to grievances, but the union felt that a clarification of its position should be included in the contract.

TABLE IV

SYNOPSIS OF CHANGES IN THE GRIEVANCE PROCEDURE
(Swift & Company and the Amalgamated)
(8-20-42 to 8-11-54)

Subject of Change	Description of Change	Parties Initiating Change	First Time Included in Contract	Influence Behind Change
Investigation of Grievances	Union representatives was allowed to visit the departments of the plant for the purpose of investigating a grievance after it had reached third step	Union	4-25-45 (Exhibit B)	Union wanted to be able to be equipped with information so that it might make an intelligent presentation of the grievance
Time limits for processing grievances	A provision was made in the third step that processing of grievances in the first three steps shall not exceed ten days	Union & Management	4-25-45 (Exhibit B)	The union and management desired to shorten the time necessary in processing a grievance. They felt that prompt settlement of grievances was necessary in order to get accurate facts about the grievance.

(Cont'd.)

Subject of Change	Description of Change	Parties Initiating Change	First Time Included in Contract	Influence Behind Change
Number of Steps in Grievance Machinery	The third step of the grievance machinery in the April 25, 1945 agreement was dropped. This step formerly provided that the employee could take his grievance to the superintendent of the plant, with or without his union representative. The grievance machinery was shortened to five steps.	Union & Management	The five step grievance machinery was included in the contracts beginning with Dec. 3, 1946. (Exhibit C)	Both parties felt that the third step of the machinery was only a duplication of other meetings and hence agreed to drop it.
Superintendent of plant or his representative present at third step grievance meetings	Formerly the third step of the grievance machinery required the attendance of the plant superintendent or his representative. When the third step of the April 25, 1945 agreement was dropped; the plant superintendent's presence was required in the grievance committee meetings of the revised machinery. These meetings occurred in the third step of the Dec. 3, 1946 agreement.	Union & Management	12-3-46 (Exhibit C)	Both the union and management felt that the plant superintendent should be present at the grievance meeting before the grievance went to the general superintendent.

(Cont'd.)

Subject of Change	Description of Change	Parties Initiating Change	First Time Included in Contract	Influence Behind Change
Payment for stewards processing grievances during working hours	Beginning with the December 3, 1946 agreement (Exhibit C), a section was included in the grievance machinery which provided that stewards shall be paid in the first and third steps for such time as it was necessary for them to be away from their work for the purpose of processing grievances.	Union	12-3-46 (Exhibit C)	The practice of paying stewards for time spent in processing grievances was an established practice before it was incorporated into this agreement at this time. The addition of this clause was just to put it in writing.
Processing of grievances in the second step	If the grievance was not settled in the first step, the union representative was allowed to process the grievance into the second step with or without the aggrieved employee. Formerly, the employee could process the grievance into the second step without the union representative.	Union	12-3-46 (Exhibit C)	In order to accomplish effective handling of grievances, the union felt that the employee should not be allowed to bypass his steward in bringing grievances before the division superintendent or the general foreman.

(Cont'd.)

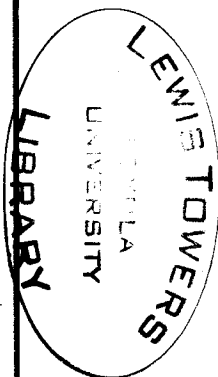
Subject of Change	Description of Change	Parties Initiating Change	First Time Included in Contract	Influence Behind Change
Elaborate time arrangement for processing grievances	Beginning with the December 3, 1946 agreement (Exhibit C, p.4), the contract provided for a very elaborate grievance processing time requirement, which replaced the former ten-day limitation.	Union	12-3-46 (Exhibit C)	The union felt that it needed more time to develop the facts of the grievance. More time was also needed to effectively process the grievance thru the different steps.
Elaborate time arrangement for processing grievances	The above elaborate time arrangement was dropped from the contract beginning with the October 14, 1949 agreement (Exhibit E, p. 1), and was substituted with a time limitation of fifteen days of processing from the occurrence which constituted the cause for the grievance.	Union	New clause included in agreement for the first time in Oct. 14, 1949 agreement. (Exhibit E)	The union agreed that grievances should be presented as quickly as possible after their occurrence, but they did not feel that time restrictions beyond that were feasible or necessary.

(Cont'd.)

Subject of Change	Description of Change	Parties Initiating Change	First Time Included in Contract	Influence Behind Change
Company's answer to third step grievances	Beginning with the October 14, 1949 agreement (Exhibit E), Company's answers to third step grievances were to be in writing. The contract formerly made no such provision.	Union	10-14-49 (Exhibit E, p. 1, Section 3)	In an effort to improve communication, the union desired that the grievance decision in the third step should be in writing. By making the reply in writing, the union felt that the possibility of any distortion of the case was lessened.
Presentation of grievances in the third step	Beginning with the October 14, 1949 agreement (Exhibit E), the union was required to present grievances in the third step in writing. The contract formerly made no such provision.	Management	10-14-49 (Exhibit E)	The company requested that the union present third step grievances in writing so that the facts and problems of the grievance could be clearly ascertained.

(Cont'd.)

Subject of Change	Description of Change	Parties Initiating Change	First Time Included in Contract	Influence Behind Change
Calling of witnesses to settle grievances	For the first time in the November 11, 1952 agreement (Exhibit G) provision was made in the third step of the grievance machinery for calling witnesses to grievances for testimony in grievance meetings.	Union	11-10-52 (Exhibit G, Article III, Section 2, Step 3)	The union felt that in order to process grievances to the satisfaction of the employee and at the same time get the facts correct, any witnesses to the grievance should be available to the committees processing the grievance. This was an established practice, but the union felt that, for purposes of clarification, it should be included in the contract.



Union Rights and Recognition

The contracts covering the period August 20, 1942 to August 11, 1954 provide that the union is to be recognized as the sole bargaining agent for all workers in the bargaining unit, whether they are members of the union or not. The early contracts covering periods August 20, 1942 to August 11, 1943, April 25, 1945 to August 11, 1946, and December 3, 1946 to August 11, 1948, contained clauses which further strengthened the union security by requiring maintenance (See Exhibits A, B, C), of membership in the union as a condition of employment. Under this type of union security, employees need not join the union as a condition of employment, but those who were members of the union or joined subsequently were required to maintain membership for the life of the agreement. When the 1948 agreements were negotiated, following passing of the Taft-Hartley Act, the maintenance of membership clauses were dropped and sole bargaining and check-off clauses were used instead.

In the period from August 11, 1943 to April 25, 1945, the original agreement was extended during the War Labor Board hearings.

Beginning with the August 11, 1948 Agreement (Exhibit D), the agreements contained a form for authorization

of dues collections. The new clause provided that the check-off was to remain in effect for one year or period of agreement, whichever occurs sooner. The employee was allowed to revoke the authorization by giving written notice to the employer not more than thirty days and not less than ten days prior to the termination of the agreement. A copy of the revocation notice was also to be supplied to the union. If the employee did not revoke the check-off during the escape period, the check-off was to remain in effect for the succeeding contract period, after which time, the employee could again give notice of revocation. This clause remained the same for the remainder of the agreements.

The change requiring written authorization for the check-off in the August 11, 1948 (Exhibit D) agreement undoubtedly came as a result of the passing of the Taft-Hartley Law, Section 302 (c) 4, which states that:

The provision of this section (that no money or anything of value shall be delivered to an employer from an employee or employee representative) shall not be applicable... with respect to money deducted from wages of employees in payment of membership dues in a labor organization: Provided, that the employer has received from each employee, on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable collective agreement, whichever occurs sooner; ..

The change in the check-off was initiated jointly by labor and management, in an effort to conform with the Taft-Hartley Law.

TABLE V

SYNOPSIS OF CHANGES IN UNION SECURITY CLAUSES
(Swift & Company and Amalgamated)
(8-20-42 to 8-11-54)

Subject of Change	Party (s) Initiating Change	Old Clause Incorporated in Agreement for First Time	New Clause Incorporated in Agreement for First Time	Influences Behind Change	Description of Change
Maintenance of Membership as a Condition of Employment	Union & Manage- ment	8-20-42 (Exhibit A)	-	-	Clause dropped 8-11-48
Written author- ization for check-off	Union & Manage- ment	8-20-42 (Exhibit A)	8-11-48 (Exhibit D)	Federal Law (Taft- Hartley) required change	A written authoriza- tion replaced a clause not requiring written authorization for check-off of union dues and initiation fees.

Changes in Seniority Provisions

The meat packing industry is characterized by many unskilled and semi-skilled jobs which permit easy transfers of employees from job to job within the plant. The mechanical and maintenance segment of the packing house labor force represents a different picture. Obviously, a worker's opportunity for transfer from a carpenter gang to a millwright gang is rather restricted because of the different nature of the skills involved. Among the unskilled and semi-skilled segments of the packing house labor force, however, movement of workers from job to job is not restricted by the nature of the work. It is quite feasible for a calf skinner to skin calves in the morning and skin beef in the afternoon. It is common for a veal boner to bone lamb shanks on Monday and pack bacon on Thursday. Because of the wide variation possible between the jobs, a worker may perform in a given period, seniority plays a very important role in the every day life of the packing house worker.

It is characteristic of the meat packing industry that the smaller meat packers tend to buy about the same number of livestock each week without regard to the size of the current total supply of livestock. The larger packers tend to stand ready to absorb the major part of the expansion and contraction

in over all hog numbers, thus being forced to maintain a very high flexibility of operations. Faced with this problem, Swift takes on and lays off employees with reference to the predictable broad seasonal swings in livestock receipts. Because of the high turnover of the work force caused by the broad seasonal fluctuations, the seniority provisions are subject to extensive use in determining which workers shall be employed.

The seasonal fluctuations in the meat packing industry also cause a continued influx of new workers to replace those who terminate their service. Many of the lay offs extend over several months, and the average worker cannot financially manage his affairs over the period without regular earnings. Thus, he seeks work elsewhere.

The high turnover of the work force, coupled with the relatively little training needed to perform the work in the unskilled and semi-skilled operations, provides a nesting place for worker insecurity and discouraging discriminatory practices.

Seniority clauses represent an objectively determinable means of measurement as opposed to such other criteria as ability, physical fitness, and skill. These criteria do not easily lend themselves to objective validation. Seniority also affords a means of applying a check on discriminatory practices

which might occur, and it is the most effective way to eliminate favoritism in selecting employees for layoff, transfer, or promotion. After a worker has devoted years of his life to his job, seniority also protects the equity he has built up on his job.

These arguments concerning seniority have played an important part in the Amalgamated's drive for better seniority provisions and reflect to some extent the workers' views on job protection through seniority measures. An analysis and synopsis of changes in the seniority provisions reflect the importance placed upon seniority by the union. For clarity, the study is divided into a consideration of seniority and its application to promotion, layoffs, rehiring and eligibility for seniority status.

Seniority and Its Application to Promotion

Beginning with the agreement covering the period from August 20, 1942 to August 11, 1943, the collective bargaining provision concerning promotion of employees provided that the employee having the most service in the department was to be considered for promotion when a vacancy occurred within the bargaining unit. The employee's ability to do the work as well as other candidates, his regularity in attendance, punctuality,

and physical condition were also to be taken into consideration. This provision remained the same until the agreement covering the period from April 25, 1945 to August 11, 1946, when it was modified. This modification required that the foreman was to advise the department steward of any vacancy within the department and which employee was to fill the vacancy. This requirement was initiated by the union in an effort to cut down the number of grievances which occurred when workers were placed on jobs without reference to seniority. This qualification also made it easier for the steward to keep closer contact with any transfer or promotion of the workers in his department. The department steward could readily enforce the seniority provisions of the contract by knowing who was going to be promoted and where the promoted employee was going to be promoted to. The contract made no provision for posting of job vacancies so that the employees could bid for the vacant jobs. Swift management did not feel that the type of industry or the size of the industry were conducive to the posting method of filling job vacancies. It was, therefore, mutually agreed upon that the steward had to be notified of any transfers or promotions. This change represented an effort on the part of the union to effectively enforce the seniority provisions of the contract because there was less likelihood of a worker being promoted within the bar-

gaining unit without reference to seniority.

Previous to the October 14, 1949, agreement, the contract provided that promotion was to be based on the employee's punctuality, physical condition, and his regularity in attendance, as well as his seniority in the department. This provision was changed in 1949 so that the basis for promotion was limited to the employee's seniority and his ability to do the work. This change was initiated by the union because they considered the enforcement of attendance and punctuality a function of management. The union also considered punctuality and attendance as extemporaneous qualifications which should have little importance when considering an employee for promotion. Swift management was reluctant to concede to this change and insisted that the employee's ability to do the work be included when considering an employee for promotion. The union conceded to this and the new clause based promotion on seniority and ability to do the work. This clause remained unchanged throughout the bargaining agreements. It represents, to some extent, the business-like attitude of both parties in coming to an effective agreement. For the union, seniority is followed in promotion, and for the company, ability to do the work is taken into consideration so that the company gets the best worker on the job. Both parties are satisfied with this provision as it relatively satisfies

their respective bases for promotion.

Before the November 10, 1952, agreement, the contract contained no definite explanation of what constituted a promotion. Beginning with the agreement covering the period from November 10, 1952, to August 11, 1954 (Exhibit G), a clause initiated by management was included in the contract. The new clause provided that a promotion occurred only when the rate of the job classification to which the employee was moved was higher than the authorized rate of the highest rated job to which the employee was regularly assigned. The union objected to this provision on the grounds that a promotion included more than a movement to a higher rate and higher job classification. To the union, a promotion meant movement to a position with better working conditions and more incentive opportunities, as well as better pay. Management, however, claimed that objective validation of working conditions and incentive opportunities was too difficult. To management, a promotion occurred only when the employee was moved to a higher rated job classification than the one to which the employee had formerly been assigned. The union conceded and the provision now reads as Swift management had proposed it.

These changes represent the major changes in the seniority provisions as they apply to the promotion of employees.

In conducting interviews with the parties initiating these changes, it was apparent that each desired to advance the security and welfare of the worker in drawing up the seniority provisions for promotion. While Swift management and the Amalgamated differed to some extent on their respective bases for promotion, they nevertheless were interested in a workable and effective seniority clause which would be in the best interest of both the workers and management.

TABLE VI

SYNOPSIS OF CHANGES IN SENIORITY PROVISIONS
AND THEIR APPLICATION TO PROMOTION FOR EMPLOYEES
(Swift & Company and the Amalgamated)
(8-20-42 to 8-11-54)

Contract Period	Provision	Party (s) Initiating Change	Influence Behind Change
1942 to 1945	In this period, there were no changes in the seniority provisions as they applied to promotion.	-	-
4-25-45 to 8-11-46 (Exhibit B, p. 7, Section 6)	The clause on promotion remained the same as the previous agreements, except that a section was included which required that the foreman was to advise the department steward of any vacancy and who was going to be assigned to the vacant job.	Union	The union desired to avoid any conflicts which might arise if seniority was not followed in promoting employees. Furthermore, since no posting of vacancies was required, the stewards sometimes had trouble keeping track of vacancies if the foreman did not notify the steward.

(Cont'd.)

Contract Period	Provision	Party (s) Initiating Change	Influence Behind Change
10-14-49 to 8-11-50 (Exhibit E)	Formerly the contract contained a clause which stated that the employee's seniority, regularity in attendance, punctuality, and physical condition were to be taken into consideration for promotion. This clause was modified and the requirements for promotion were limited to seniority and ability to do the work as a basis for promotion.	Union	The union considered the enforcement of attendance and punctuality a function of management and as such the union thought that management had the right to enforce them.
1950 to 1952	In this period, there were no changes in the seniority provisions as they applied to promotion.	-	-

(Cont'd.)

Contract Period	Provision	Party (s) Initiating Change	Influence Behind Change
11-10-52 to 8-11-54 (Exhibit G)	A clause was incorporated into the agreement which defined a promotion as occurring only when the rate of the job classification to which the employee was moved was higher than the authorized rate of the highest rated job to which the employee was regularly assigned.	Management	The union was against this provision on the basis that promotion meant more than movement from a lower to a higher rate of pay. The union considered a promotion as including better working conditions and more incentive opportunities. Management took the position that it was too difficult to ascertain desirability of working conditions and incentive opportunities, and hence promotion should be confined to movement from a low job rate to a high job.

Seniority and Its Application to Layoffs
and Eligibility Requirements

The first master agreement the Amalgamated negotiated with Swift & Company (August 1942) provided that seniority was to be followed in the reduction of the gangs. The seniority was divided into department or division seniority and plant seniority. The employee's department seniority was to be followed first, and then after the plant superintendent had satisfied himself that there were no more jobs available in the plant, the employee was laid off from the plant. The element of the superintendent's discretion had, as far as the union was concerned, too much subjectivity attached to it. The union was not satisfied with this arrangement for a layoff procedure and beginning with the April 25, 1945 agreement (Exhibit B) the element of the superintendent's discretion was dropped and strict adherence to plant seniority for layoffs was substituted. During this time, a two-year requirement for eligibility for plant seniority was in force. The union, being dissatisfied with the two-year period, attempted to shorten it to one year. The company, however, did not approve of the change and the provision for eligibility for plant seniority remained the same. Also included in the April 25, 1945 agreement, was a new clause which clearly

defined what was meant by plant and department seniority. This change in wording was deemed necessary since the first agreement caused much trouble and was not very clear or readable.

Beginning with the December 3, 1946 agreement (Exhibit C) the period of eligibility for plant seniority was changed from two years to one year. In interviewing the union leaders, it became quite evident to the author that this change meant a great deal to them. The union felt that the former two-year provision did not promote the employees' security and welfare.

The company, while reluctant to submit to the change, realized the importance of building good morale and promoting good relations with the newer employees. With their respective bases in mind, the company and the union agreed to the one-year provision. It is interesting here to compare this provision with the similar provision in the United Packinghouse Workers (CIO) agreement. Their agreement still provides for a two-year eligibility period before plant seniority is acquired. Considering the interval between the time the Amalgamated negotiated the one-year provision and the present, the U.P.W.A. certainly has had enough time to negotiate a provision similar to the Amalgamated's. From this analysis and the other related considerations, it is evident that the Amalgamated has placed greater

emphasis on seniority provisions than the U.P.W.A.

At the same time the one-year provision was included in the Amalgamated's master agreement with Swift (December 3, 1946), another important change in the seniority provision was made. The new clause changed the eligibility period for department seniority from thirty days to forty days of accumulated service. The company originally wanted six months, but in negotiations, the union and Swift management finally agreed to the forty-day provision. The company advanced the argument that the original provision of thirty days did not allow enough time for the new employee to be trained on the job, or for the foreman to get to know the employee well enough to judge the employee's performance. In negotiations, the change in the period for eligibility for plant seniority was traded for the change in the length of the period for eligibility for division seniority. These changes are, to some extent, indicative of the type of relations between the Amalgamated and Swift since they show a distinct willingness to give and take on the part of both parties. This latter fact, of course, is one of the basic premises advanced for the promotion of good bargaining relations.

TABLE VII

SYNOPSIS OF CHANGES IN SENIORITY PROVISIONS
AND THEIR APPLICATION TO LAYOFFS AND ELIGIBILITY REQUIREMENTS
(Swift & Company and the Amalgamated)
(8-20-42 to 8-11-54)

Contract Period	Provision	Party (s) Initiating Change	Influence Behind Change
8-20-42 to 8-11-43 (Exhibit A)	During this period, an employee was to have plant seniority after two years or more of service on the plant, and he could not be laid off until the superintendent had satisfied himself that there was no job available and approved toe layoff.	Union	The union was not entirely satisfied with this clause because they considered the requirement of two years to be too long for an eligibility period. The placement of the employee by the superintendent also represented an undesired qualification. The union agreed to this clause, however, on the basis that it represented a basis for future negotiations.
1943 to 1945	In this period, there were no changes in the seniority provisions as they apply to layoffs and eligibility requirements.		

(Cont'd.)

Contract Period	Provision	Party (s) Initiating Change	Influence Behind Change
4-25-45 to 8-11-46 (Exhibit B)	The contract covering this period clearly defined what was meant by plant and department seniority. Department seniority was to be followed in gang reductions and plant seniority was to be followed in determining which employees were to be laid off from the plant. The element of the superintendent's discretion was dropped and strict adherence to plant seniority for layoffs was substituted.	Union	This change represented a clarification of the procedure to be followed in laying off workers. The union considered this clarification necessary so that each side might know the exact procedure to follow.

(Cont'd.)

Contract Period	Provision	Party (s) Initiating Change	Influence Behind Change
12-3-46 to 8-11-48 (Exhibit C)	<p>The seniority provision covering eligibility for plant seniority remained the same except that the period of two years before the worker became eligible for plant seniority was changed to one year</p> <p>Under this contract new employees could not acquire division seniority rights until they accumulated forty days of service. Formerly the period of eligibility for seniority was thirty days.</p>	<p>Union</p> <p>Management</p>	<p>The union considered that a two year period before plant seniority began was too long, and hence negotiated the period to one year. The union felt that this promoted greater employee security.</p> <p>The company originally wanted six months for an eligibility period in place of the thirty day provision. Through negotiations, the forty-day period was arrived at. The company felt that the original provision did not allow enough time for training the new employee and ascertaining the employee's ability and competence.</p>
1948 to 1954	In this period, there were no changes in the seniority provisions as they apply to layoffs and eligibility requirements.		

Seniority and Its Application to the
Rehiring of Employees

In the early master agreements, the clause covering the rehiring of employees provided that former employees were to be put back to work on the basis of seniority in their respective seniority divisions, provided they were qualified for the job which was open. The provision, however, was vague and made no expressed condition for how seniority was to be followed except that employees with the longest service were to be employed before employees having less service. No provision was made to cover the mechanics of recall, that is, the contract did not state whether department or plant seniority was to be used in recalling employees. Beginning with the December 3, 1946 agreement (Exhibit C), the contract clarified the way seniority was to be handled in recalling laid off employees. A new clause was incorporated into the agreement which provided that employees were to be called back to work first by their department seniority, provided that they were qualified for the job. After this seniority procedure was exhausted, the gangs were to be increased by calling employees by accumulated plant service. This change in the seniority provision for rehiring employees was initiated by the union because the union wanted the employee with the most seniority in the department called back first. The union consid-

ered this method of rehiring employees more efficient and conducive to employee job security. This change again emphasizes the importance placed by the Amalgamated on the workers' security and welfare. Swift & Company readily agreed to this provision and advanced the same basis as the Amalgamated for its conclusion. Swift management added that this inclusion made the recall provision more workable and effective. This clause has remained the same until the present agreement, which would indicate that it is approved of by both parties as a feasible and equitable provision.

TABLE VIII

SYNOPSIS OF CHANGES IN SENIORITY PROVISIONS
AND THEIR APPLICATION TO THE REHIRING OF EMPLOYEES
(Swift & Company and the Amalgamated)
(8-20-42 to 8-11-54)

Contract Period	Provision	Party (s) Initiating Change	Influence Behind Change
1942 to 1946	In this period, there were no changes in the seniority provisions as they apply to rehiring of employees.	-	-
12-3-46 to 8-11-48 (Exhibit C)	A new clause was incorporated into the agreement which provided that employees should be called back first by their department seniority providing they were qualified for the job. The gangs could be increased after that, by calling employees back by accumulated plant service. The provision formerly provided that employees with the longest service were to be employed before employees with lesser service, and no provision was made for calling employees back by department or plant seniority.	Union	The union wanted the oldest man in the department recalled first. The union considered this method of rehiring employees more effective and conducive to the employee's security.
1948 to 1954	In this period, there were no changes in the seniority provisions as they apply to rehiring of employees.	-	-

TABLE IX
QUANTITATIVE DATA
OF
CONTRACTS IN THIS ANALYSIS

Contract Exhibit	Dates of Coverage	Months of Coverage	Gap Between Contracts	Number of Pages in Contract	Number of Plants Covered
A	8-20-42 to 8-11-43	12	-	37	7
B	4-25-45 to 8-11-46	16	20 Mo.	44	9
C	12-3-46 to 8-11-48	20	4 Mo.	65	9
D	8-11-48 to 8-11-49	12	-	61	10
E	10-14-49 to 8-11-50	10	2 Mo.	56	12
F	8-11-50 to 8-11-52	24	-	70	12
G	11-10-52 to 8-11-54	21	3 Mo.	85	12

CHAPTER IV
INFLUENCES ON COLLECTIVE BARGAINING
RELATIONS BETWEEN SWIFT & COMPANY
AND THE A.M.C. & B.W.

Existence of Rival Unionism

Any of the bargaining relations between institutions as large as Swift and the Amalgamated Meat Cutters must take into consideration the existence of rival unionism. Walter Galenson has defined rival unionism as follows:

Rival unionism is the coexistence of two or more unrelated labor organizations actively competing for the control of the workers employed on the work habitually performed within a particular trade or occupation. A situation of this nature should not be confused with dual unionism, which simply implies coexistence without the further fact of competition. In a sense, dual unionism is the genus of which rival unionism constitutes a subordinate species. A rival union is dual, but a dual union is not necessarily rival.¹

According to Galenson's definition, the situation in the meat packing industry is definitely one of rival unionism. There has been active competition among three unions in this industry for the control of the workers employed, although the nature and extent of this competition varies and is greatest

¹ W. Galenson, Rival Unionism in the United States, American Council on Public Affairs, New York, 1940, 1.

between the A.M.C. & B.W. and the U.P.W.A. The third union, i.e., the National Brotherhood of Packinghouse Workers has displayed relatively little influence in the competitive situation between the packinghouse unions.

As shown in Table III^{*} (breakdown of union representation in Swift & Company), the U.P.W.A. is the dominant union in Swift & Company. The Amalgamated Meat Cutters, irrespective of their relative representation in Swift & Company, takes pride in always being the first of the unions to conclude a settlement with the packers. Because of this, the Amalgamated and Swift may be said to be the pattern setter for the contract negotiations of the other packers. In 1946, the Amalgamated and the U.P.W.A. established the practice of holding joint meetings of their negotiating committees prior to negotiations, at which time demands were formulated. It was agreed upon that neither union would sign a contract with the packers without first conferring with the other union. This agreement represented an effort to gain the same collective bargaining strength as the packers. In the negotiations of December 1946 and June 1947, this understanding was adhered to by both parties, but in the latter part of 1947, the agreement was subjected to some strain because of

* See p. 21

the high value placed by the Amalgamated upon always being the first of the unions to conclude a settlement with the packers. The Amalgamated signed an agreement with Swift & Company ahead of the final negotiations that the U.P.W.A. was concurrently having with Armour & Company. In doing so, the agreement that the unions would consult with each other before signing any collective bargaining agreement with the packers was completely broken. However, in 1948 when it was announced that Swift & Company and Armour & Company had concluded a settlement with the Amalgamated and the N.B.P.W., President E. W. Jimerson of the Amalgamated in describing this settlement to his membership, wrote:

In one of the speediest national wage negotiations on record, an agreement was signed with Armour and Swift Companies on January 29 which will give to the packing plant workers in the meat industry from coast to coast an additional nine cents per hour over-all increase. Only two weeks elapsed between the first meeting with the packers and the time the bargaining was completed.

The ultimate object of the negotiating committee was to force the packers to grant a ten cent per hour pay boost. In all probability, the additional penny might have caused the negotiations to continue for weeks longer.²

2 The Butcher Workman, March 1948, 1

President Jimerson concluded this article with the phrase, "The Amalgamated is first again".³ From this editorial, we can readily see the importance placed upon early contract settlement by the Amalgamated.

In order to fully ascertain the influence the other unions in the meat packing industry have had on bargaining relations between Swift and the Amalgamated, it was necessary to interview the Swift negotiators on this subject. Their comments pointed to the fact that it is extremely difficult in an economy such as ours to say that one union does not look at what the other unions are doing. The Swift negotiators went further than this, however, and stated that the Amalgamated leaders are as independent minded as far as is feasible and are interested in attaining as much and sometimes more, for the workers than other unions.⁴ In the opinion of the Swift negotiators, the U.P.W.A. and the N.B.P.W. have had relatively little influence on the collective bargaining relations between Swift & Company and the Amalgamated.

3 Ibid., 1.

4 Personal interview with B. Fike, Assistant General Superintendent of Swift & Company (March, 1955).

The Amalgamated Meat Cutters and Their Philosophical
Outlook on Trade Union Policies

In collecting material for this thesis, it was necessary to interview some of the leaders of the Amalgamated Meat Cutters. In constructing the interviews, the author aspired to gain insight into the philosophical outlook of the leaders, and at the same time ascertain the influences behind some of the major changes in the collective bargaining agreements. The monthly publications of the union also gave him some insight into the philosophical outlook of the leaders of the Amalgamated.

The Amalgamated leaders have strived for the best possible terms that could be secured, at any given time, from the employer within the framework of direct two-party collective bargaining without governmental interference as evidenced by this statement:

Much unnecessary work in government bureau and the taxpayer - who in the most part is the worker - must foot the bill. Not only will such a short sighted program break down free collective bargaining, but the results, if any, are dubious. The worker will suffer from such short sighted tactics. ⁵

The U.P.W.A., however, has taken a broader trade union philosophy in that the leaders have strived for the best possible

5 Ibid., December, 1945, 1.

terms that could be wrested, at any given time, from the employer by means of direct collective bargaining and third party (governmental) intervention, whenever this device promised to yield better results.

The Amalgamated has always been disinclined to invoke the services of governmental agencies in their negotiations with employers, and on the tactical level, they have shown a similar disinclination to employ strongly aggressive measures, including frequent resort to the strike weapon as a means of achieving their objectives. The best expression of this sentiment is contained in the following excerpt from an editorial in the union's publication, co-written by President E. W. Jimerson and Secretary-Treasurer, P. E. Gorman:

The time has arrived when controversies which can be settled, if allowed to develop into strikes, will do more to start the trade union movement tobogganing numerically than any other single thing. If you think we are wrong then take a look at the U.P.W.A., C.I.O., who thought it wise to call a national strike, who felt that the big packers could be whipped to their knees, only to find that after eleven weeks of bitter struggle that they suffered a staggering defeat which, to some extent, has weakened the strength of organized labor generally. If we have sound leadership in both industry and labor, there need be no strikes and if one or the other assumes an arrogant stand, then the public should settle the issue.⁶

6 Ibid., June, 1948, 14.

It is enough to say here that the Amalgamated leaders reflected in their conversations in connection with this research and their published material, a mature business-like approach in their dealings with Swift & Company. This mature approach on the part of the Amalgamated has undoubtedly led to many of the improvements in the collective bargaining agreements that the leaders have considered as most important in the minds of the workers.

The arbitration proceedings and the records of the number of cases that went to arbitration by the Amalgamated, serve to reveal evidences of a sincere approach on the part of the parties to quickly settle grievances and other disputes. In the period from August 20, 1942 to August 11, 1949, the Amalgamated and Swift had a total of seventeen grievances which went to arbitration. In the period from October 14, 1949 to August 11, 1950, two grievances went to arbitration. From August 11, 1950 to August 11, 1954, there were no arbitration cases between Swift and the Amalgamated. This record of a total of nineteen arbitration cases demonstrates the competency and willingness on the part of both parties to settle their disputes before the intervention of an arbitrator was necessary.

The Meat Packing Industry and Swift & Company

The most notable characteristic of the slaughtering and meat packing industry, and one that has much relevance in an analysis of the bargaining relations between Swift and the Amalgamated, is that the industry is dominated by four leading firms (Swift, Armour, Wilson and Cudahy Packing Companies). In the words of a well known industry reference service:

The trade is dominated on a nationwide scale by the Big Four companies, Swift, Armour, Wilson and Cudahy, which have a combined capital investment of about \$922 million. The strength of the big packers rests in their ability to sell products in distant markets and their policy of maintaining packing plants at important live stock centers to assure protection against acute shortages of supplies in any one section.⁷

Swift & Company ranks as the foremost among the Big Four, and therefore, in the meat packing industry as a whole. Because of its strategic position in the industry, Swift & Company may be said to be a pattern setter for the other firms in the industry. The Amalgamated and the N.B.P.W., together with the U.P.W.A., make up the unions Swift must bargain with. The unions' representation in Swift, however, is not proportional to their representation among the other packers of the Big Four.

⁷ "Meats and Dairy Products, Basic Analysis", Standard and Poor's Industry Surveys, March 31, 1949, M3-3.

In spite of the fact that the U.P.W.A. represents the majority of the workers of Swift & Company, the Amalgamated and the N.B.P.W. have a good foothold therein. This enables Swift to play the three unions off against each other. This factor of divided union organization of its workers, plus the economic strength which Swift & Company possesses, makes that firm the logical leader for the management group.

From the interviews with the Amalgamated leaders concerning this research, it was evident that they considered Swift & Company as one of the better packers to deal with in terms of bargaining techniques, acceptance of the union as an institution, and settlement of bargaining controversies.

The fact that since 1942, Swift and the Amalgamated have had a total of only nineteen arbitration cases and only one minor strike, might also serve to indicate that Swift & Company is one of the better meat packing companies to deal with.

From the author's interviews with Swift management, it was repeatedly brought out that the Swift bargainers preferred to negotiate with the Amalgamated leaders because of their business-like approach.⁸ Also quite noticeable in the interviews

⁸ Personal interview with B. Fike, Assistant General Superintendent of Swift & Company. (April, 1955)

were the comments which described the type of bargaining principles Swift management followed. The Swift bargainers have attempted, as far as is feasible, to practice the principles of scientific collective bargaining.⁹

⁹ Personal interview with D. Taak, Assistant to B. Fike (Assistant General Superintendent of Swift & Company). (April, 1955).

CHAPTER V

SUMMARY AND CONCLUSIONS

Summary

Unionization came rather early in the slaughtering and meat packing industry. After the unsuccessful attempts along the craft lines in the 1880's, the A.M.C. & B. W. was formed of the various crafts in the industry and granted a charter by the American Federation of Labor in 1897.

The early history of the Amalgamated union is marked by the failure of its two major strike efforts against the big packers, the first in 1904, and the second in 1921. After each of these strikes, the membership figures went into a sharp decline, to be revised in the earlier instance by World War I and in the latter case by the favorable organizational climate ushered in by the New Deal administration.

During the period immediately preceding World War II, and the war period, the Amalgamated grew in size, with the newly formed Packinghouse Workers' Organizing Committee gaining a majority of the workers employed in the Big Four meat packing firms.

In 1943, the Amalgamated and the other unions in the meat packing industry sought a wage increase, but were denied

any increase by the War Labor Board Fact Finding Board because of the Little Steel Formula.

The labor-management relationships in the post-war period, prior to the 1948 strike, were marked by a ten-day strike in January, 1946 by the Amalgamated and the U.P.W.A., the outcome of which was a sixteen cent wage increase for the workers and price relief for the companies, and two peacefully concluded agreements in December, 1946, and June, 1947. In 1947, considerable concessions were made by the packers, in keeping with the general tenor of collective bargaining agreements and the relative shortage of labor which existed at that time.

In the 1948 negotiations, the Amalgamated settled ahead of its rival union, the U.P.W.A., and broke an already strained agreement between the unions in which they agreed to consult with each other before signing any collective bargaining contracts with the Big Four packers. Since 1948, the negotiations between Swift & Company and the Amalgamated have been on a business-like basis with both parties taking an intelligent and enlightened approach to labor and management relations. The amalgamated has continually strived for more and more money, security, and welfare for the workers, and we may say that the Amalgamated leaders have been relatively successful with

Swift & Company in obtaining their objectives.

Conclusions

From the material presented in this thesis, and the interviews connected with this research, the author got the impression that the Amalgamated Meat Cutters Union and Swift & Company have generally enjoyed good collective bargaining relations from 1942 to 1954. With the exception of one ten-day strike in January, 1946, the relations between Swift & Company and the Amalgamated have not been marred by any serious strikes. Both parties have evidenced a willingness to give and take in collective bargaining, as shown by the changes in the master bargaining agreements.

The changes in the grievance procedure reflect a desire by both parties to quickly process workers' complaints so that more worker satisfaction may be maintained and the accurate facts about the grievance can be secured. The change allowing the union representative to visit the departments of the plant for the purpose of investigating a grievance reflects the desire of both parties to get the accurate facts of the grievance so that a more intelligent presentation of the grievance may be made. The remainder of the changes in the grievance procedure

concerns shortening the processing time, clarifying and codifying past practices, and bringing in witnesses to ascertain the facts of the grievance. Of the changes in the grievance procedure, seven were initiated by the union, three by the union and management, and one by management. From this, we can see that the initiation of changes in the grievance procedure has not been one sided, but rather both parties are interested in effectively processing grievances.

The changes in the seniority provisions in the master collective bargaining agreements reflect a sincere desire on the part of Swift management and the Amalgamated leaders to maintain and promote the workers' security and best interests. In the period under analysis (1942-1954), the union initiated six changes and management initiated two changes. The changes were generally concerned with clarifying the language of the contract so that the clauses would be more definite and workable. The changes also reflect a give and take attitude on the part of both parties. An example of this attitude is found in the changes in the seniority provisions as they relate to promotion. While management wanted promotions to be based on the employees' regularity in attendance, punctuality and physical condition, the union wanted promotions based on straight seniority. In the process of the give and take of collective bargaining, it was

finally agreed that the employees' seniority and ability to do the work were to be the basis for promotions.

From an analysis of the influences on the collective bargaining relations between Swift and the Amalgamated, we can conclude that the existence of the other two unions in the meat packing industry has had relatively little influence on the bargaining relations.

The Swift negotiators consider the Amalgamated as one of the better unions to deal with mainly because of the Amalgamated's business-like approach to collective bargaining. The Amalgamated leaders have, during the period under analysis, placed heavy emphasis upon speedy settlement, workable and protective seniority measures, and direct collective bargaining without government interference.

The Amalgamated, together with Swift & Company, have aspired to promote good union management relations and have, through collective bargaining, strived for the best possible terms that could be secured.

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EXHIBIT A

75A

SWIFT AND COMPANY MASTER AGREEMENT
WITH
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA (A.F.L.)
(8/20/42 to 8/11/43)

ARTICLE I

Section 1. Contributions to charity and membership in insurance or welfare associations is entirely voluntary on the part of the employe.

Section 2. In order to secure the increased production which will result from greater harmony between workers and employers and in the interest of increased cooperation between union and union management, which cannot exist without a stable and responsible union, the parties hereto agree as follows:

All employes at the National Stock Yards Plant who, fifteen days after the date of the Directive Order of the National War Labor Board in this case, No. 245, and as a result thereof, all of those employes of the six other plants mentioned in this agreement on page 1, who, fifteen days after the date agreed upon at each plant, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and all those employes who may thereafter become members shall, during the life of the agreement, as a condition of employment, remain members of the Union in good standing.

The Company and the Union agree that at the six plants mentioned on page 1, of this agreement, other than the National Stock Yards Plant, a notice, a form for which has been agreed to by the parties, be given to the employes at the said six plants on the dates agreed upon at the various plants.

The Company, for said employes, shall deduct from the first pay of each month the union dues for the preceding month and promptly remit the same to the duly designated officer of the Union. The initiation fee of the Union shall be deducted by the Company and remitted to the duly designated officer of the Union in the same manner as dues collections.

The Union shall promptly furnish to the National War Labor Board and the Company a notarized list of members in good standing fifteen days after the date of the Directive Order or the notice, as the case may be. If any employe named on that list asserts that he withdrew from membership in the Union prior to that date and any dispute arises, the assertion or dispute shall be adjudicated by an arbiter appointed by the National War Labor

Board whose decision shall be final and binding upon the Union and the employee.

The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union) the dispute shall be regarded as a grievance and submitted to the grievance machinery and, if necessary, to the final determination of an arbitrator appointed by the National War Labor Board in the event that the collective bargaining agreement does not provide for arbitration.

ARTICLE II

Section 1. It is agreed that there shall be no discrimination by the Company or any of its agents against any of its employees because of the membership in the Union, shop stewards, members of a shop committee, or Union representative.

Section 2. Military Service. An employee who leaves a position other than a temporary one will be reinstated upon presentation of the certificate showing that he has satisfactorily completed his period of service, if he is still qualified to perform the duties of such position and if he makes application for reemployment within forty (40) days after being relieved from active duty or service.

The seniority established by those employees entering war services will be protected, and for seniority and vacation purposes they will be given credit for war service. It is understood that no employee will be granted vacation pay while in war service.

While it is the Company's intention to re-employ those hired during the war period who subsequently enter war service, the Company shall reinstate all of its regular employees upon their return. However, the Company will endeavor so far as possible to provide employment for all employees upon their return from war service.

ARTICLE III

Grievance Procedure

It is agreed the members of the Union may elect or appoint their shop stewards from among the employees to handle grievances and to attend grievance meetings with the Company's designated representatives for the purpose of settling any and all disputes as provided for herein.

Should differences arise between the Union or its members and the Company as to the meaning and application of these provisions of agreement, there shall be no strike, slow-down, stoppage of work, or suspension thereof on the part of the Union or its members employed by the Company, or lockout on the part of the Company, until after an earnest effort has been made to settle all such matters immediately in the following manner and order:

- First: The employe should first take the question up with his foreman. The employe may be accompanied by the Union representative.
- Second: In the event no conclusion is reached, the employe may be accompanied by his representative when presenting the question to the division superintendent.
- Third: If the case is not settled, then the employe may be accompanied by his representative when presenting the question to the Superintendent of the plant.
- Fourth: If the case has not been settled, it shall be presented to a grievance committee composed of not more than three Union representatives, two of which are employees and have been designated by the Union. These members shall meet with the designated committee appointed by the Company, not to exceed three in number, for the purpose of settling the grievance.
- Fifth: In the event that said parties fail to reach a decision, both the Company and the Grievance Committee have the right to call on the General Superintendent of the Company or his designated representative or representatives and the international representatives of the Union to assist in the settlement of any dispute at the plant.

Sixth: In the event that no decision is reached in the first five steps, either party may refer the grievance to Charles O. Gregory, as arbitrator, whose decision shall be final and binding up the parties.

When a settlement is arrived at, at any stage of these procedures, such a decision shall be final and binding.

Cases not settled in the first and second steps must be presented in writing.

In the first three steps, the Union representative must be an employe of the Company unless this shall be in conflict with an established practice now in effect.

ARTICLE IV

Working Hours -- Overtime

Section 1. Eight hours shall constitute the basic work day. Forty hours shall constitute the basic work week. The Company agrees to make a sincere effort to regulate all departments so that only eight hours shall be worked in any one day. However, if it becomes necessary to work longer than eight hours, employees shall do so. Time and one-half shall be paid for all time worked in excess of eight (8) hours in any one day or forth (40) hours in any one week.

The foregoing paragraph not to apply to truck drivers. Time and one-half shall be paid for all hours worked by truck drivers in excess of forty-eight (48) hours in any one week, provided that where a local arrangement with reference to either daily or weekly overtime now in existence is more favorable to the drivers, it shall continue.

There shall be no duplication of overtime pay for daily and weekly overtime when they are identical hours.

The Company agrees that they will make a sincere effort to provide forty (40) hours work each week for all regular employees.

Section 2. Double the regular rate shall be paid for all work performed on Sundays except where work regularly falls on a Sunday.

The following days shall be observed as holidays, if so nationally observed: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day,

Christmas Day. By agreement, it will be permissible for a holiday of local importance to be substituted for one or more of the above mentioned holidays. Double the rate shall be paid for all work performed on these days.

Holidays falling on Sunday shall be observed on the following Monday, if so nationally observed.

Shift operators shall be allowed a regular day off in lieu of Sundays. However, due to changing shifts and rotating shift employees, the day the employee is off may be changed from time to time by the Company. Hours for which overtime will be paid on Sundays and Holidays will be from 7:00 A.M. to 7:00 A.M.

Section 3. The Company guarantees to each regular employee at least thirty-two (32) hours' pay in each week of employment, subject to the following rules for eligibility:

1. Except as hereinafter provided, all hourly-paid employees are guaranteed thirty-two (32) hours' pay in weeks when they are present each day for the full time worked by the gang in which they are employees.
2. An exception to the above rule occurs in the case of gangs hired on a day basis and normally providing employment for a period of less than six (6) consecutive working days: examples, cured hide take-up, snow shovelers, supply unloaders, etc.
3. An employee who is absent from work on any day that his gang works shall have his thirty-two (32) hour guarantee reduced by the number of hours that the gang worked on the day when he was absent.
4. An employee who is tardy or is excused from work for part of a day for all personal reasons shall have his thirty-two (32) hour guarantee reduced by the number of hours of work which he missed by such absence.
5. An employee who is employed after the first of the payroll week shall be guaranteed that fraction of thirty-two (32) hours which the number of days remaining of the payroll week is of six (6).
6. No employee shall be laid off until the end of the payroll week, unless the gang has made thirty-two (32) hours at time of reduction or else paid for thirty-two (32) hours.

7. The application of the thirty-two (32) hour guarantee shall be the same in holiday weeks as all others.

Section 4. Employees ordered to report for work shall be guaranteed four (4) hours' pay.

Section 5. There shall be established equal distribution of work hours available for all regular employees within each department as far as practicable.

ARTICLE V

Shop Conditions

Section 1. Employees required to work more than five (5) consecutive hours without a meal period shall be compensated at one and one-half (1½) times the regular rate of pay for all time worked in excess of five (5) hours until a meal period is granted by the Company except where the day's work will be completed in five and one-half (5½) hours, or in case of a mechanical breakdown. Employees engaged in continuous operations shall be exempt from this clause, but shall be entitled to eat lunch on Company time.

Section 2. Ample relief shall be provided for all employees whenever necessary.

Section 3. Employees who have given long and faithful service in the employ of the Company and have become unable to handle their positions will be given preference of such other work as is available. Wages paid to such employees shall be the wage of the position assigned.

Section 4. When an employee is temporarily required to fill a job paying a higher rate of pay, the employee shall receive the higher rate, but, if required to temporarily fill a job paying a lower rate, his rate shall not be changed.

Section 5. A dismissed employee will be advised reason for which he is dropped.

Section 6. All skilled or semi-skilled female help shall receive above the minimum rate for female common labor and shall be paid according to the rate schedule established for female help. When females are used on work, some of which has been performed in the past by males, the rate shall be established for the female to include a proper credit for the skill involved. In such cases, the minimum rate for semi-skilled female help will not be less than existing rates for this classification at each plant.

Section 7. Salaried foremen who are exempt from the Wage and Hour law shall not work on jobs regularly performed by hourly-paid operators, except that they may assist at times provided they do not work more than twenty per cent of the gang time. This does not apply to gang leaders or working foremen.

Section 8. Employees, not to exceed three (3) at each plant, who are elected or appointed to a full-time position with the Union, upon proper notice, shall be granted a leave of absence, without pay, not to exceed the life of this agreement, and, upon one (1) week's notice of their desire to again return to work for the Company, shall be placed upon their job previously held, or one of equal pay, without loss of seniority and provided they are physically fit and capable to perform the work.

Section 9. Union notices may be posted on designated bulletin boards in the plant, subject to the approval of the superintendent as to contents.

ARTICLE VI

Seniority

1. One or more seniority divisions shall be set up. Employment shall be interchangeable between the gangs within each division.
2. Seniority shall be followed:
 - a. In the reduction of gangs to determine who shall be laid off in the seniority division.
 - b. In rehiring, former employees will be put back to work on the basis of seniority in their respective seniority divisions, provided they are qualified for the job which is open.
 - c. The employee having the most service in the department will be considered for promotion when a vacancy occurs within the bargaining unit; provided, however, that the employee's ability to do the work as well as or better than other candidates, his regularity in attendance, punctuality, and physical condition may well justify management selecting an employee with less service for the vacancy.

3. Seniority shall be based on service in the plant operating departments. Actual time on the payroll will be accumulated in determining employee's total seniority service, subject to provisions of paragraph 7.

4. A probationary period of thirty (30) days of accumulated service shall apply in the case of each new employee during which he shall be considered a temporary employee and may be laid off without reference to seniority. There is no obligation to rehire such employees.

5. Employees transferred from one seniority division to another carry their seniority with them if the service in the new division exceeds six months. Until then service counts in the original seniority division. This does not apply where an employee is laid off in a gang reduction and then employed in another seniority division. No employee may be permanently transferred without the employee's consent.

6. Any employee with two years or more of seniority service shall have plant seniority, and he may not be laid off until the superintendent has personally satisfied himself there is no job available for him and approves the layoff.

7. The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation to rehire when he -

- a. Voluntarily leaves the service of the Company or is discharged for cause.
- b. Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. In increasing working forces according to seniority, employees laid off will be notified by the present method of contact, or by telegram, or registered letter, at their last known address, and they will be expected to report as directed. Failure to do so shall forfeit their seniority rights. However, in case of inability to do so and upon immediate notification to the Company of this fact, they will be given five additional days.
- c. Has been out of employment by the Company for a period of twelve months or longer.

8. In order to facilitate the settlement of disputes on the question of seniority between employees, the Company will supply the Union representatives with the necessary information from the employment records any time it is necessary.

9. The above policy is not to be retroactive, the existing seniority list to remain the same as it is at present.

ARTICLE VII

Wages

Section 1. The wage rates now in effect shall continue in effect throughout the period of this contract except as provided in this article and in Article X, Section 3.

Section 2. In accordance with the Directive Order of the National War Labor Board in this case, dated February 9, 1943, the parties agree:

- a. To negotiate any intraplant inequalities which may exist between wage rates for individuals and between job classifications in conformance with the Board policies in this regard, using the procedure set forth in Article III, entitled "Grievance Procedure," of this contract.
- b. To negotiate any inequalities which may exist in wage rates between plants in different localities which represent manifest injustices, using the procedure set forth beginning with the Fifth step of Article III, entitled "Grievance Procedure," subject to review by the National War Labor Board.

Any inequality adjustment made under the provisions of paragraphs a. and b. of this section of this Agreement shall be retroactive to August 20, 1942, provided it is presented not later than February 1, 1944.

Section 3. Five cents (5¢) per hour additional compensation will be paid for work performed between the hours of 6 P.M. and 6 A.M., except in those plants where the regular starting time is after 7 A.M., in which case the additional compensation will be paid for the hours worked between 7 P.M. and 7 A.M. This will be retroactive to November 1, 1942.

ARTICLE VIII

Vacations

Vacation eligibility requirements are based upon accumulated service. Every employe becomes eligible for vacation for the

FIRST TIME -- upon

the completion of one full year on the payroll of accumulated service (365 calendar days), provided that the service record shows the employe has not been off the payroll at any one time for more than thirty (30) consecutive days, Sundays and holidays included, during the entire period while accumulating this credit for service;

OR

the completion of 300 days on the payroll, Sundays and holidays included, during the twelve months immediately preceding the date when his first vacation begins.

Employees who have received their first vacation are thereafter eligible to receive subsequent annual vacations, the length of which will depend upon the length of their accumulated service and upon their sex.

ONE week's vacation, annually, until an employe's accumulated service equals five years.

TWO weeks' vacation, annually, thereafter until a female employe's accumulated service equals fifteen years and a male employe's service equals twenty years.

THREE weeks' vacation, annually thereafter.

Only actual time on the payroll is to be considered in computing service for vacation purposes.

If an employe qualifies for vacation but leaves the service for any reason, he will resume the same status if he is later re-employed, regardless of how long an interval may have elapsed. However, he may not be given any vacation after his re-employment until he has again met the requirements for first vacation.

An employe eligible for vacation who is laid off because of a reduction in his gang shall be allowed pay for the vacation for which he had qualified.

Unexercised vacation privileges are forfeited if an employe voluntarily quits or is discharged from service for cause.

Employees are entitled to receive their vacation pay in advance if they so request.

Vacation pay shall be figured on the basis of forty (40) hours base rate pay per week, except in the case of those employes who are not subject to the forty-hour limitation. These are to be paid on the basis of their normal work week.

ARTICLE IX

Management

The management of the plants and the direction of the working force, including the right to hire, suspend, or discharge for just cause, to assign to jobs, to transfer employes within the plant, to increase and decrease the working force, to determine products to be handled, produced, or manufactured, the schedules of production, and the methods, processes, and means of production or handling, except as otherwise hereinbefore provided for, is vested exclusively in the Company provided this will not be used for the purpose of discrimination against any employe or the Union.

ARTICLE X

Section 1. If the highest court having jurisdiction in the matter of its final decision interprets any applicable law of the United States or the states in which plants covered by this agreement are located in a manner so as to bring any provision or section of this agreement into conflict with such law, such conflicting provision or section of this agreement, and such provision or section alone, shall then be open for further negotiations between the parties hereto for the purpose of reconciling the conflicting provision or section with the said law as so interpreted.

Section 2. Where more favorable conditions exist in plants covered by this agreement such conditions shall remain unchanged. No employee of the Union shall be unfavorably affected by the signing of this agreement.

Section 3. This contract shall take effect as of August 20, 1942, except as otherwise provided by the order of the National War Labor Board issued February 9, 1943, in this case, and shall remain in effect until August 11, 1943, and from year to year thereafter, subject to reopening by either party on written notice mailed at least thirty (30) days prior to August 11 of any year. Provided that either party may reopen the provisions of this contract pertaining to wages or wage rates once during a contract year, on written notice mailed at least thirty (30) days prior to the date on which it is requested that negotiations commence.

EXHIBIT B

76B

SWIFT AND COMPANY MASTER AGREEMENT
WITH
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA (A.F.L.)
(4/25/45 to 8/11/46)

ARTICLE I

Section 1.

Same as previous agreement.

Section 2. In order to secure the increased production which will result from greater harmony between workers and employers and in the interest of increased cooperation between union and management, which cannot exist without a stable and responsible union, the parties hereto agree as follows:

All employees who, on March 9, 1945, are members of the Union in good standing in accordance with its constitution and by-laws and all employees who become members after that date shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of the collective agreement in which this provision is incorporated.

The Union shall, immediately after the aforesaid date, furnish the Company with a notarized list of its members in good standing as of that date.

The Union, its officers, and members shall not intimidate or coerce employees into joining the Union or continuing their membership therein.

If a dispute arises as to whether an employee (1) was a member of the Union on the date specified above, or (2) was intimidated or coerced during the 15-day escape period into joining the Union or continuing his membership therein, such dispute may be submitted for determination by an arbitrator in the manner provided by contract of the parties. The decision of the arbitrator shall be final and binding upon the parties.

If a dispute arises as to whether an employee (1) has failed to maintain his membership in the Union in good standing after the aforesaid date, or (2) was intimidated or coerced into joining the Union after the aforesaid date, such dispute may be submitted for determination by an arbitrator in the manner provided by the contract of the parties. The decision of the arbitrator shall be final and binding upon the parties.

The Company, for said employees, shall deduct from the first pay of each month the Union dues for the preceding month and promptly remit the same to the duly designated officer of the Union. The initiation fee of the Union shall be deducted by the Company and remitted to the duly designated officer of the Union in the same manner as dues collection.

ARTICLE II

Section 1.

Same as previous agreement.

Section 2. Military Service. An employee who leaves a position other than a temporary one to enter military service under the Selective Service Act, or to enlist in the armed forces of the United States or in the American Red Cross, during World War II, is eligible for the benefits of the military policy if he:

- A. Presents a certificate of honorable discharge.
- B. Applies for reinstatement within:
 - a. 90 days from the date of his discharge from active military service, or
 - b. 90 days after release from hospitalization if such hospitalization immediately follows the date of military discharge and does not continue more than one year following such discharge.

The seniority established by these employees will be protected i.e., time spent in the armed services will be credited as service with the Company for determining an employee's seniority. These employees will be given credit for war service in determining the application of vacation and sickness policies. It is understood that no employee will be granted vacation pay for time spent in war service.

A returning veteran honorably discharged, who left the employ of Swift & Company to enter military service is, upon making proper application, to be offered:

- A. His former position or one carrying a rate equal to or above the rate in effect at the present time on his former position;

Or,

if the seniority policy or his physical condition do not permit this,

- B. Another position for which his seniority and ability may qualify him.

Veterans who return with physical handicaps will be given the same re-employment opportunities as other veterans, and it is understood that those not qualified to perform their regular job may be placed on work which they are physically able to perform without loss of seniority.

ARTICLE III

Grievance Procedure

It is agreed the members of the Union may elect or appoint their shop stewards from among the employees to handle grievances and to attend grievance meetings with the Company's designated representatives for the purpose of settling any and all disputes as provided for herein.

Should differences arise between the Union or its members and the Company as to the meaning and application of these provisions of agreement, there shall be no strike, slow-down, stoppage of work, or suspension thereof on the part of the Union or its members employed by the Company, or lockout on the part of the Company, until after an earnest effort has been made to settle all such matters immediately in the following manner and order:

- First: The employe should first take the question up with his foreman. The employe may be accompanied by the Union representative.
- Second: In the event no conclusion is reached, the employe may be accompanied by his representative when presenting the question to the division superintendent.
- Third: If the case is not settled, then the employe may be accompanied by his representative when presenting the question to the Superintendent of the plant. The processing of grievances in the first three steps shall not exceed ten (10) days.
- Fourth: If the case has not been settled, it shall be presented to a grievance committee composed of not

more than three Union representatives, two of which are employees and have been designated by the Union. These members shall meet with the designated committee appointed by the Company, not to exceed three in number, for the purpose of settling the grievance.

Fifth: In the event that said parties fail to reach a decision, both the Company and the Grievance Committee have the right to call on the General Superintendent of the Company or his designated representative or representatives and the international representatives of the Union to assist in the settlement of any dispute at the plant.

Sixth: In the event that no decision is reached in the first five steps, either party may refer the grievance to Charles O. Gregory, as arbitrator, whose decision shall be final and binding upon the parties.

When a settlement is arrived at, at any stage of these procedures, such a decision shall be final and binding.

Cases not settled in the first and second steps must be presented in writing.

In the first two steps, the Union representative must be an employee of the Company unless this shall be in conflict with an established practice now in effect. The duly authorized Union representative shall have the right to visit the departments of the plant in company with the superintendent of the plant or his representative for the purpose of investigating a grievance after it has reached the third step.

ARTICLE IV

Working Hours -- Overtime

Sections 1 and 2.

Same as previous agreement.

Section 3. The Company guarantees to each regular employee at least thirty-six (36) hours' pay in each week of employment, subject to the following rules for eligibility:

1. Except as hereinafter provided, all hourly-paid employees

- are guaranteed thirty-six (36) hours' pay in weeks when they are present each day for the full time worked by the gang in which they are employees.
2. An exception to the above rule occurs in the case of gangs hired on a day basis and normally providing employment for a period of less than six (6) consecutive working days: examples, cured hide take-up, snow shovellers, supply unloaders, etc.
 3. An employee who is absent from work on any day that his gang works shall have his thirty-six (36) hours guarantee reduced by the number of hours that the gang worked on the day when he was absent.
 4. An employee who is tardy or is excused from work for part of a day for all personal reasons shall have his thirty-six (36) hour guarantee reduced by the number of hours of work which he missed by such absence.
 5. An employee who is employed after the first of the payroll week shall be guaranteed that fraction of thirty-six (36) hours which the number of days remaining of the payroll week is of six (6).
 6. No employee shall be laid off until the end of the payroll week, unless the gang has made thirty-six (36) hours at time of reduction or else paid for thirty-six (36) hours.
 7. The application of the thirty-six (36) hour guarantee shall be the same in holiday weeks as all others.

Sections 4 and 5.

Same as previous agreement.

ARTICLE V

Shop Conditions

Section 1. Employees required to work more than five (5) consecutive hours without a meal period shall be compensated at one and one-half ($1\frac{1}{2}$) times the regular rate of pay for all time worked in excess of five (5) hours until a meal period is granted by the company. Employees will be considered as being required to work unless other arrangements have been made with the depart-

ment steward in the case of a group or with an individual in the case involving an individual. Employees required to work more than five (5) consecutive hours after the first meal period will be furnished a meal by the Company and be allowed time off with pay, not to exceed twenty (20) minutes for such meal period. Employees engaged in continuous operations shall be exempt from this paragraph but shall be entitled to eat lunch on company time.

Sections 2, 3, 4, and 5.

Same as previous agreement.

Section 6. All skilled or semi-skilled female help shall receive above the minimum rate for female unskilled labor and shall be paid according to the scheduled rate established for female help. If female employees are assigned to jobs previously performed by male employees, they shall be paid the approved male rate. It is agreed that work will be assigned to females, which was formerly performed by men, after it has been changed so it will be comparable with other work performed by females for many years in the past. Hourly rates of pay for such work shall have the same ratio to the women's unskilled rate as the rate paid men before the job was altered has to the male unskilled rate.

Sections 7, 8, and 9.

Same as previous agreement.

Section 10. When employees are absent on account of disability due to sickness or non-compensable accident and when such absences and their continuation are supported by acceptable medical evidence, part wage payments shall be made based on length of service according to the following schedule:

Absence due to sickness or non-compensable accident.

Service required One year continuous.

Waiting period 1 to 9 years -- one week.
10 years and up -- none.

Amount of payment One-half wages.
Part wages are to be computed on a basic work week of 40 hours.

Extent of payment Two weeks' half wages for each year of continuous service during any current 12-month period.

Section 11. Leave of absence (without pay) beyond regular vacation to which an employe is entitled may be granted for good and sufficient reason, on the basis of the length of continuous service as follows:

<u>Length of service</u>	<u>Leave of Absence</u>
Under 5 years	2 weeks
Over 5 and under 10 years	1 month
Over 10 and under 15 years	2 months
Over 15 years	3 months

Leave of absence will not be granted for the purpose of allowing an employe to take another position temporarily, try out new work, or venture into business for himself.

ARTICLE VI

Seniority

1. Seniority shall be determined by length of service on the plant and in the department. All plant service will be accumulated in determining plant seniority. Service in the department must be continuous in determining department seniority except when the service is interrupted due to a layoff, a layoff transfer or temporary transfer, in which case it shall be accumulated.

2. Department and plant seniority of each employe shall remain as heretofore agreed upon. Department and plant seniority of each employe shall be furnished to the Union.

3. Transfers are made:

a. As a result of gang reduction. The employe in this case has the right of employment over another employe of less plant service. This is known as a "layoff transfer."

- b. As a result of promotion or some other reason or necessity of the business an employe is moved from one department to another. This is known as a "department transfer" and may be either "permanent" or "temporary." A permanent transfer requires the agreement of the employe to the move in writing, otherwise it is temporary.

4. Department seniority shall be followed in gang reductions. Plant seniority shall be followed in determining which employes shall be laid off from the plant.

5. Former employes shall be put back to work according to their seniority, i.e., employes with the longest service will be employed before employes having less service, provided they are qualified for the job which is open.

6. Promotions shall be made according to department seniority, provided the employe's ability to do the work as well as other candidates, his regularity in attendance, punctuality, and physical condition also entitle him to advancement. The foreman shall advise the department steward of any vacancy and state who is being assigned to the job.

7. Employes, when transferred from one department to another within the bargaining unit, shall retain all of their service for seniority purposes in the department from which they were transferred until the transfer becomes permanent. In the case of a permanent transfer, time spent in the new department up to six months before the transfer becomes permanent will be credited in the new department in determining department seniority.

8. A probationary period of thirty (30) days of accumulated service shall be required of each new employe during which he shall be considered a temporary employe and may be laid off without reference to seniority. There is no obligation to rehire such employes.

9. The seniority of an employe shall be considered broken, all rights forfeited, and there is no obligation to rehire when he --

- a. Voluntarily leaves the service of the Company or is discharged for cause.

- b. Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. In increasing working forces according to seniority, employees laid off will be notified by the present method of contact, or by telegram, or registered letter, at their last known address, and they will be expected to report as directed. Failure to do so shall forfeit their seniority rights. However, in case of inability to do so and upon immediate notification to the Company of this fact, they will be given five additional days.
- c. Has been out of employment by the Company for a period of twelve months or longer.

10. In order to facilitate the settlement of disputes on the question of seniority between employees, the Company will supply the Union representatives with the necessary information from the employment records any time it is necessary.

11. The above policy is not to be retroactive.

ARTICLE VII

Wages

The parties agree that the wage rates now in effect shall continue in effect until August 11, 1946, except as otherwise provided in this Article and in Article XI, Section 3.

In compliance with Section 4 of the Supplementary Directive Order of February 20, 1945, the parties have made the following agreement which corrects and adjusts any and all wage rate inequalities or inequities covered by said Supplementary Directive Order: That an average of 2¢ per hour be paid to the employees in the bargaining units at each of the plants covered by the Master Agreement between the parties, except the Neuhooff Packing Company plant at Nashville, Tennessee, retroactive to February 1, 1945. Such increase shall be made effective by adding 2¢ to each authorized job rate or by distributing on a plant by plant basis hourly wage rate increases in amounts to be determined between the parties and which may be greater or smaller than 2¢ on the individual rate, but shall constitute an average amount of 2¢ per hour increase at each plant.

Five cents (5¢) per hour additional compensation will be paid for work performed between the hours of 6 P.M. and 6 A.M., except in those plants where the regular starting time is after 7 A.M., in which case the additional compensation will be paid for the hours worked between 7 P.M. and 7 A.M.

When a production standard is set and approved for use, the Company shall continue its practice of guaranteeing that there shall be no change in the standard unless

- (1) It is found that through error insufficient credit is being given, in which case immediate correction shall be made,

or

- (2) The operation is changed so that the amount of work required to perform the job is changed, in which case a time study shall be made and a proper standard set covering the new method.

In no case shall an approved standard be reduced when there is no change in the job.

When any changes in standards are made or when standards are applied to a new operation, the foreman shall inform the Union steward of the new production standards.

The foreman shall inform the Union steward of any change in scheduled rates or of any new scheduled rates which may be established by the Company covering new jobs.

ARTICLE VIII

Provisions in Compliance with War Labor Board Orders On Fringe Issues

1. In compliance with Section 4 of the Directive Order of February 20, 1943, it is agreed that a total of 12 minutes per day is a fair and reasonable time for the changing of clothes before and after work which is to be paid to each employe in the bargaining units at each plant at his regular hourly rate of pay, retroactive to August 11, 1943, and that such time is to be considered as work time for all purposes under the Master Agreement. Such time shall be paid for in accordance with the following

schedule, which shall apply to the work week:

Employees working	1 day:	1/4 hours
"	" 2 days:	1/2 "
"	" 3 "	3/4 "
"	" 4 "	3/4 "
"	" 5 "	1 "
"	" 6 "	1-1/4 "
"	" 7 "	1-1/2 "

2. In complete compliance with Section 5 A of said Directive Order and in lieu of actually furnishing the articles required by said section, it is agreed that each employee in the bargaining units at each plant, who does any work in the regular work week, will be paid 50¢ per week, retroactive to August 11, 1943.

3. In complete compliance with Section 5 B of said Order, it is agreed that knives, steels, whetstones, meat trimmers' hooks, and overhauling hooks will be furnished to those employees using them, but that this provision will not be retroactive. These tools are to be furnished in addition to all heavy tools and safety devices now being furnished by the company.

4. In further compliance with Section 4 of said Order, it is agreed that those employees using tools and equipment furnished by the company will be paid for the time spent preparing and repairing those tools and equipment as regular work time which will be scheduled or handled by the foreman, the same as any other assignment of work for which he is responsible, but that this provision will not be retroactive.

ARTICLE IX

Vacations

Vacation eligibility requirements are based on accumulated service. An employee becomes eligible for vacation for the FIRST TIME when the employment records show that either of the following requirements has been met.

- A. The completion of 365 calendar days of accumulated service without having been off the payroll for more consecutive days than thirty, Sundays and holidays included, while accumulating this service.

OR

- B. As soon as the employment records show any consecutive 365 day period during which he has completed 300 calendar days on the payroll.

Employees who have received their first vacation are thereafter eligible to receive subsequent annual vacations any time on or after January 1. The length of the vacation will depend upon the length of their accumulated service and upon their sex:

ONE week vacation annually until an employee's accumulated service equals five (5) years.

TWO weeks annually thereafter until a female employee's accumulated service equals fifteen (15) years and a male employee's service equals twenty (20) years.

THREE weeks' vacation annually thereafter.

Employees who are entitled to two or more weeks of vacation may take their vacation at any time during the year in which the required service will presumably be completed.

Only actual time on the payroll is to be considered in computing service for vacation purposes. For the purpose of determining future vacation eligibility, War Service of employees returning to employment shall be considered as actual time on the payroll. No employee will be paid vacation pay for the time spent in War Service.

If an employee qualifies for vacation but leaves the service for any reason, he will resume the same status if he is later re-employed, regardless of how long an interval may have elapsed. However, he may not be given any vacation after his re-employment until he has again met the requirements for first vacation.

Vacations will, as far as possible, be granted for the period selected by the employee, but final allocation of vacation periods is left to the Company in order to assure orderly operation of the plant.

Every reasonable effort will be made by the Company to permit each employee to take his vacation between May 1 and October 1. In the choice of vacation dates, seniority shall prevail.

Vacations will be granted only in the year in which they are due and may not be carried over to the following year. If, however, due to some emergency an employee is not permitted to take his vacation during the year in which it is due, he shall have the

right to take it in the ensuing year.

Vacation pay shall be figured on the basis of forty (40) hours per week at the employee's regular rate except in the case of those employees who are not subject to the 40-hour limitation. These are to be paid on the basis of their normal work week. Employees who would have earned more pay remaining at work because of overtime pay earned by the rest of the gang during their absence on vacation will be paid upon their return to work the difference between the pay already received and gang time at their hourly rate with overtime.

Employees entitled to vacations will not be allowed to take money in lieu thereof.

An employee eligible for vacation who is laid off because of reduction in his gang shall be allowed pay for the vacation for which he has qualified. Employees who have earned vacations under this vacation plan but who become sick or are injured prior to the date selected for their vacation may, upon request to the Company, receive their vacation pay.

Unexercised vacation privileges are forfeited if an employee voluntarily quits or is discharged from service for cause.

Employees receiving vacations hereunder will receive vacation pay at the beginning of the vacation period, if so desired.

This vacation plan to be effective as of January 1, 1944.

ARTICLE X

Management

The management of the plants and the direction of the working force, including the right to hire, suspend, or discharge for just cause, to assign to jobs, to transfer employees within the plant, to increase and decrease the working force, to determine products to be handled, produced, or manufactured, the schedules of production and the methods, processes and means of production or handling, except as otherwise hereinbefore provided for, is vested exclusively in the Company provided this will not be used for the purpose of discrimination against any employee or the Union.

ARTICLE XI

Section 1. If the highest court having jurisdiction in the matter of its final decision interprets any applicable law of the United States or the states in which plants covered by this Agreement are located, in a manner so as to bring any provision or section of this Agreement into conflict with such law, such conflicting provision or section of this Agreement, and such provision or section alone, shall then be open for further negotiations between the parties hereto for the purpose of reconciling the conflicting provision or section with the said law as so interpreted.

Section 2. Where more favorable conditions exist in plants covered by this Agreement such conditions shall remain unchanged. No employee or the Union shall be unfavorably affected by the signing of this Agreement.

Section 3. This contract shall take effect as of the date of its signing, April 25, 1945, and shall remain in effect until August 11, 1946, and from year to year thereafter, subject to reopening by either party on written notice mailed at least thirty days prior to August 11 of any year. Provided, however, that this contract may be reopened by either party on the question of wages only in the event the Board, in accordance with Section 1, of the Directive Order of February 20, resumes consideration of the demand for a general wage increase under the procedure that might then be appropriate if there is any change in the wage stabilization policy. Provided, further, that either party may reopen the provisions of this contract pertaining to wages or wage rates once during any renewal contract year after August 11, 1946, on written notice mailed at least thirty days prior to the date on which it is requested that negotiations commence.

EXHIBIT C

SWIFT AND COMPANY MASTER AGREEMENT
WITH
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA (A.F.L.)
(12/3/46 to 8/11/48)

ARTICLE I

Section 1.

Same as previous agreement.

Section 2. The Company shall give preference when hiring people to former employees whose services were satisfactory. The Company is not opposed to the Union.

Section 3.

(a) All employees who on December 11, 1946 are members of the Union and all employees who become members after that date shall, as a condition of employment, maintain their membership in the Union for the duration of this agreement, provided that nothing in this Section 3 shall require the Company to take any action which would be in violation of the National Labor Relations Act, and further provided that an employee shall have satisfied the requirements of this Section 3 (a) so long as he remains a member of the Union whether in good standing or otherwise. The Union shall immediately after the aforesaid date furnish the Company with a notarized list of its members in good standing as of that date and on the first date of each month during the term of this agreement will furnish the Company with a notarized list of employees who have become members of the Union since the first day of the preceding month.

(b) The Company, for said employees, shall deduct from the first pay of each month the regular union dues for the preceding month and promptly remit the same to the financial secretary of the local union. The initiation fee of the Union shall be deducted by the Company and remitted to the financial secretary of the local union in the same manner as dues collections. The Union shall notify the Company of the name of each such financial secretary and the address to which such dues collections and initiation fees shall be sent. Such notification shall bear the signature of the president and recording secretary of the local union and shall be impressed with the seal of the local union. In the event of any change of the local financial secretary, the Company shall be notified of such change by the same method as provided above.

(c) The Union, its officers, and members shall not intimidate or coerce employees into joining the Union or continuing their membership therein.

If a dispute arises as to whether an employee

- (1) was a member of the Union on the effective date of this agreement, or
- (2) was intimidated or coerced during the seven-day escape period into joining the Union or continuing his membership therein, or
- (3) has failed to maintain his membership in the Union after the aforesaid date, or
- (4) was intimidated or coerced into joining the Union after the aforesaid date,

either party may submit such dispute for determination to the arbitrator named in Article III herein.

ARTICLE II

Section 1. It is agreed that there shall be no discrimination by the Company or any of its agents against any of its employees because of membership in the Union, shop stewards, members of a shop committee, or Union representative, or because of race, color, sex, creed or nationality.

Section 2.

(a) An employee who has left a position in the employ of the Company, other than a temporary position, in order to enter upon active service in the Armed Forces of the United States, the United States Merchant Marine, or the American Red Cross, in time of war or because required or ordered to do so pursuant to the laws of the United States, shall be restored to such position or to a position of like seniority, status, and pay, upon presentation of the legally prescribed certificate showing that he has satisfactorily completed his service, provided:

- (1) He makes application for re-employment within (a) ninety (90) days after he is relieved from such service, or (b) if returning from the Armed Forces of the United States, within ninety (90) days after release from hospitalization if such hospitalization immediately follows the date of military discharge and does not continue more than one year following such discharge;
- (2) He is still qualified to perform the duties of such position; and provided
- (3) The Company's circumstances have not so changed as to

make such restoration impossible or unreasonable.

(b)(1). For the purposes of Article VI of this agreement, an employee's seniority shall accumulate from the date on which he leaves his position in order to enter upon active service in the Armed Forces of the United States, the United States Merchant Marine, or the American Red Cross, until the date on which he is restored to a position in accordance with subparagraph (a) above to the extent that it would have accumulated had he not entered upon such active service.

(2) For the purposes of Section 1, Article IX, of this agreement active service in the Armed Forces of the United States, the United States Merchant Marine, or the American Red Cross, shall be deemed "accumulated service" with the Company. No employee will be granted vacation pay while on or for such active service.

(c) A returning employee who qualifies under the provisions of subparagraph (a) above will, subject to the provisions of said subparagraph (a) above be reinstated to his former position or, at the Company's option, to a position carrying a rate not less than that in effect at the time of his return on his former position unless during his absence:

- (1) An opening has occurred in his former department on a higher rated job and an employee with less department seniority than the veteran has been placed on such job during the veteran's absence and is working on such higher rated job when the veteran returns. In such a case, the returned veteran will be offered the higher rated job provided he can do the job or learn it in a reasonable time. If he accepts such job he will displace the employee on the higher rated job who has less department seniority, or
- (2) A reduction has occurred in the department so that the veteran, if he had not been absent on account of military service, would not now occupy the job he left. In such a case, the returned veteran will be offered a job equivalent to that he would have been entitled to under the operation of the applicable seniority provisions had he not been absent on account of military service.

Employees displaced by a returning veteran will be demoted in accordance with normal department practice.

(d) Veterans who return with physical handicaps will be given the same re-employment opportunities as other veterans, and it is understood that those not qualified to perform their regular job may be placed on work which they are physically able to perform without loss of seniority.

ARTICLE III

Grievance Procedure

Section 1. It is agreed the members of the Union may elect or appoint their shop stewards from among the employees to handle grievances who will be allowed the necessary time off (for which they shall be paid in the first, second, and third steps of the grievance procedure set forth in this article for such time as it is necessary for them to be away from their work) to attend grievance meetings with the Company's designated representatives for the purpose of settling any and all disputes as provided for herein. If it is necessary for an employee representative to leave his job in order to handle a grievance with Company representatives, he shall not leave his job without first securing permission to do so from his immediate supervisor.

Section 2. Should differences arise between the Union or its members and the Company as to the meaning and application of the provisions of this agreement there shall be no strike, slowdown, or stoppage of work, or suspension thereof on the part of the Union or its members employed by the Company, or lookout on the part of the Company, until after the following procedure has been exhausted:

First: The aggrieved employee may present his grievance with or without the Union representative to the foreman of the department.

Second: If not settled in the first step, then the Union representative, with or without the aggrieved employee, may present the grievance to the division superintendent or the general foreman.

Third: If not settled in the second step, then the grievance committee of the Union, composed of not more than three Union representatives, two of whom shall be employees, shall meet with the designated committee appointed by the Company, not to exceed three in number, including the superintendent of the plant or his representative, for the purpose of settling the grievance.

Fourth: If not settled in the third step, then either party may refer the grievance to the general superintendent of the Company or his designated representative or representatives and to the international representatives of the Union to assist in settlement of the grievance.

Fifth: If not settled in the fourth step, then either party may refer the grievance to (arbitrator to be later agreed upon), as arbitrator, whose decision shall be final and binding upon the parties.

Section 3. When a settlement is arrived at, at any stage of this procedure, such settlement shall be final and binding. Cases not settled in the first step must be presented in writing.

Section 4. In the first step, the Union representative must be an employe of the Company unless this shall be in conflict with an established practice now in effect. The duly authorized Union representative shall have the right to visit the departments of the plant in company with the superintendent of the plant or his representatives for the purpose of investigating a grievance after it has reached the second step.

Section 5. The following time limits are placed upon the handling of grievances in accordance with the above procedure:

- (a) No grievance shall be processed under the above procedure unless presented by the employe or the Union to the Company within five (5) of the aggrieved employe's working days from the occurrence which constitutes the basis for the grievance.
- (b) If any grievance is not settled in the first step of the above procedure within three (3) days from the time submitted therein, it may be submitted in the second step.
- (c) If not settled in the second step within three (3) days from the time first submitted therein, it may be submitted in the third step.
- (d) If not settled in the third step within seven (7) days of the time first submitted therein, it may be submitted in the fourth step.
- (e) If not settled in the fourth step within two (2) weeks from the time first submitted therein and it is desired to submit it in the fifth step, it may be submitted in the fifth step within four (4) weeks from the time

first submitted in the fourth step.

- (f) If a grievance in any step of the above procedure is not submitted in the next step within two (2) days after the expiration of the time limits above set forth, the right to process such grievance in such next step or in any succeeding steps is forfeited.

ARTICLE IV

Working Hours -- Overtime

Section 1. The basic work day will be eight (8) hours. The basic work week will be forty (40) hours. If in the opinion of the Company it becomes necessary for employes to work longer than eight (8) hours in one day or forty (40) hours in one week, the employes shall do so.

Additional compensation over and above an employe's regular rate of pay shall be paid as follows:

- A. (1) The regular rate of pay for all hours worked on a holiday, and
- (2) The regular rate of pay for all hours worked on a Sunday, except where the work regularly falls on Sunday, or for all hours worked on any day designated as the employe's regular day of rest in lieu of Sunday, and

EITHER

- (3) Half the regular rate of pay for hours worked in excess of eight on days other than those set forth in A (1) and (2) above.

OR

- (4) Half the regular rate of pay for hours worked in excess of forty (40) during a particular work week, exclusive of all hours worked on days specified in A (2) above.

Hours not worked on a holiday but which are paid for under Section 2 (c) of this Article shall not be considered as hours worked for the purpose of this paragraph.

- B. After determining separately the total additional compensation accruable under A (3) and (4) respectively, the greater amount only shall be paid, not both, in addition to the compensation payable under paragraph A (1) and (2) above.

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- C. In the case of truck drivers, only the provisions of A (1), (2), and (4) above shall apply; provided that if at any plant an arrangement is in effect providing for the payment of daily overtime, such arrangement shall continue in effect.

Section 2. (a) The following days shall be observed as holidays, if so nationally observed: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day. By agreement, it will be permissible for a holiday of local importance to be substituted for one or more of the above-mentioned holidays.

(b) Holidays falling on Sunday shall be observed on the following Monday, if so nationally observed.

(c) Pay for Holidays Not Worked.

- (1) All regular full-time employees (not including casual and part-time employees) on the payroll shall be paid for eight (8) hours, less the hours actually worked, at their regular rate of pay for each of the holidays set forth in Section 2 (a) of this Article, provided they report for work and work the hours as ordered on the day before and the day after the holiday.
- (2) Pay for holidays not worked shall apply as pay in computing the weekly guarantee covered by Section 3 of this Article.
- (3) Employees absent from work on account of sickness or accident on a holiday shall be paid as provided for in Section 2 (c) (1) above less the amount actually paid under the sickness and accident benefit provisions of Article V, Section 10, for that day.
- (4) If one of the above holidays covered by Section 2 (a) of this Article occurs within an employee's vacation period, he shall be allowed to absent himself from work one additional day at the end of his vacation period, for which he shall receive eight (8) hours' pay at his regular rate of pay.
- (5) If one or more of the above holidays occur while an employee is away on leave of absence for any reason, the employee shall receive no pay for such holiday or holidays not worked.

(6) Hours not worked on a holiday shall not be considered as work time in computing the additional compensation due, if any, under Section 1 of this Article, nor shall any holiday on which no work is performed be considered a work day for the purpose of Article VIII, Section 1 or Section 2.

(7) If an employee fails to report for work or fails to work the hours as ordered on a holiday, he shall receive no pay for not working on that holiday.

(d) No work will be considered regular Sunday work until the gang has worked four (4) consecutive Sundays.

(e) Shift operators shall be allowed a regular day off in lieu of Sundays. However, due to changing shifts and rotating shift employees, the day the employee is off may be changed from time to time by the Company. Hours for which overtime will be paid on Sundays and holidays will be from 7:00 a.m. to 7:00 a.m.

Section 3. The Company guarantees to each regular full-time hourly paid employee (excluding thereby casual workers such as cured hide take-up, snow shovelers, supply unloaders, etc., and part-time employees whose normal work week is less than forty (40) hours) pay equivalent to thirty-six (36) hours of work at his regular rate of pay for each week at work for the Company, subject to the following rules for eligibility:

- (a) He must be present each work day as ordered and work the number of hours he is ordered to work.
- (b) During any week when an employee is absent, tardy, or excused from work for personal reasons, he shall have his thirty-six (36) hours guarantee reduced by the number of hours of work which he missed by such absence.
- (c) An employee who is hired after the first day of the work week shall be guaranteed that percentage of thirty-six (36) hours of pay which the number of days remaining of the payroll week is of six (6).
- (d) An employee starting work on Saturday in a department which regularly shuts down at noon on Saturday for the week shall not be eligible for any guarantee pay.
- (e) No employee shall be laid off until the end of the work week unless he has earned the equivalent of thirty-six (36) hours' pay at his regular rate of pay or has been paid the equivalent of thirty-six (36) hours' pay at

his regular rate of pay. Transfer or assignment, under Article X and Article V, Section 4, to another job or to another department shall not constitute a layoff within the meaning of this subparagraph (e) nor shall the refusal of an employee to accept such transfer or assignment constitute a layoff.

- (f) The application of this paragraph shall be the same in holiday weeks as in other weeks, except that pay for holidays not worked shall apply as pay in computing the weekly guarantee.
- (g) The parties understand and agree that the foregoing guarantee provisions are based on pay and not on hours of work and that the Company has fully complied with the provisions of this guarantee when an eligible employee has been paid a sum of money equal to his regular rate of pay for thirty-six (36) hours, including compensation paid to him in excess of his straight time regular rate of pay for hours of productive work by operation of paragraphs A (1), (2), and (4), and C of Section 1 (Holiday and Sunday Pay) of Article IV, Sections 4 (Call Out Guarantee) and 5 (Recall Guarantee) of Article IV, and of paragraph 1 (Clothes Changing Time) of Article VIII of this agreement, and including compensation paid by operation of Section 2 (c) (1) (Pay for Holidays Not Worked) of this Article.
- (h) The provisions of this paragraph 3 shall not apply in any work week during which, at a particular plant or plants, normal operations are restricted due to causes, beyond the reasonable control of the Company, other than normal fluctuations in the receipt of livestock.

Section 4. Employees ordered to report for work shall be guaranteed four (4) hours' pay.

Section 5. Any employee called back to work on same day after once going home shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for all hours worked on recall, and shall be guaranteed a minimum of four (4) hours at time and one-half ($1\frac{1}{2}$). This shall not apply when shifts are being changed.

Section 6. There shall be established equal distribution of work hours available for all regular employees within each department as far as practicable.

ARTICLE V

Shop Conditions

Section 1. (a) Employees required to work more than five (5) consecutive hours without a meal period shall be compensated at one and one-half ($1\frac{1}{2}$) times their regular rate of pay for all time worked in excess of five (5) hours until a meal period is granted by the Company, provided however, that five and one-half ($5\frac{1}{2}$) hours may be worked at only the regular rate of pay in case of a mechanical breakdown or when it will complete the day's work.

(b) When employees are required to work more than five (5) consecutive hours after the first meal period the Company shall furnish a meal, and employees so furnished a meal shall be allowed twenty (20) minutes time off, with pay, to eat such meal. This sub-paragraph (b) shall not be applicable where not in excess of five and one-half ($5\frac{1}{2}$) hours are worked after the first meal period in order to complete the day's work or in case of a mechanical breakdown.

(c) Employees will be considered as being required to work unless other arrangements have been made by the foreman with the department steward in the case of a group or with an individual in a case involving an individual.

(d) This Section 1 shall not apply to employees engaged in continuous operations since they eat their lunch on the job and on Company time.

(e) For the purposes of this section, time worked shall not include any portion of the time allowance set forth in Paragraph 1 of Article VIII for changing clothes before and after work.

Section 2. Ample relief shall be provided for all employees whenever necessary.

Section 3. Employees who have given long and faithful service in the employ of the Company and have become unable to handle their positions will be given preference of such other work as is available. Wages paid to such employees shall be the wage of the position assigned.

Section 4. When an employee is temporarily required to fill a job paying a higher rate of pay, the employee shall receive the higher rate, but, if required to temporarily fill a job paying a lower rate, his rate shall not be changed.

Section 5. A dismissed employe will be advised the reason for which he is dropped.

Section 6. All skilled or semi-skilled female help shall receive above the minimum rate for female unskilled labor and shall be paid according to the scheduled rate established for female help. If female employes are assigned to jobs previously performed by male employes, they shall be paid the approved male rate. It is agreed that work will be assigned to females, which was formerly performed by men, after it has been changed so it will be comparable with other work performed by females for many years in the past. Hourly rates of pay for such work shall have the same ratio to the women's unskilled rate as the rate paid men before the job was altered has to the male unskilled rate.

Section 7. Employes excluded from the bargaining unit, whether they are exempt from or subject to the Fair Labor Standards Act, will not be used on work of a nature performed by employes in the bargaining unit to a greater extent than has been the practice in the past.

Section 8. Employes, not to exceed three (3) from any one plant, who are elected or appointed to a full time position with the Union, upon fifteen (15) days' notice, shall be granted a leave of absence, without pay, not to exceed the life of this agreement, and upon one (1) week's notice, received by the Company prior to the expiration of this agreement, of their desire to return again to work for the Company shall be placed upon either their job previously held or one of equal pay (the Company's discretion which) without loss of seniority or vacation rights and provided they are capable of performing the work. It is understood that no such employe will be granted a vacation or vacation pay while in the service of the Union on such leave of absence, and if absent more than six (6) months during any calendar year shall forfeit all unexercised vacation rights for that year.

Section 9. Union notices may be posted on designated bulletin boards in the plant, subject to the approval of the superintendent as to contents.

Section 10. (a) When employes are absent from work because of disability due to sickness or non-compensable accident, and when such absences and their continuation are supported by acceptable medical evidence, part wage payments shall be made in accordance with the following terms and conditions:

Payments shall not be made when employes are absent from work because of disability due to sickness or injury caused by or as a result of the employe's own act or misconduct.

(b) All absences shall be considered as starting with the loss of the first day on which the employe was scheduled to work.

(c) Schedule:

Service required --

One year or more of continuous service at the time of the onset of the absence.

Waiting period --

One through nine years of continuous service -- seven consecutive calendar days. Ten years or more of continuous service -- none.

Amount of payment --

One-half wages computed on the basis of a 40-hour work week or, in the case of employes who have a basic work week either greater or less than forty (40) hours, one-half wages computed on the basis of such basic work week. For absences of less than a full work week, daily payments will be based on one-sixth of said one-half wages computed as aforesaid.

Extent of payments --

Two weeks at one-half wages for each year of continuous service for any one absence reduced by the payments made for other absences during the twelve months immediately preceding the onset of the current absence.

Section 11. Leave of absence (without pay) beyond regular vacation to which an employe is entitled may be granted for good and sufficient reason, on the basis of the length of continuous service as follows:

<u>Length of Service</u>	<u>Leave of Absence</u>
Under 5 years	2 weeks
Over 5 and under 10 years	1 month
Over 10 and under 15 years	2 months
Over 15 years	3 months

Leave of absence will not be granted for the purpose of allowing an employe to take another position temporarily, try out new work, or venture into business for himself.

Section 12. The Company will continue in effect the present practice at its respective meat packing plants of laundering the employes' work clothes.

ARTICLE VI

Seniority

Section 1. (a) Seniority shall be determined by length of service on the plant and in the department. There will be separate plant and department seniority lists for male and female employees. All plant service will be accumulated in determining plant seniority. Service in the department must be continuous in determining department seniority except when the service is interrupted due to a layoff, a layoff transfer or temporary transfer, in which case it shall be accumulated.

(b) An employee shall have no plant seniority until he has one (1) year's seniority.

Section 2. Department and plant seniority of each employee shall remain as heretofore agreed upon. The department seniority of each employee shall be posted in the seniority department. A list of all employees in the bargaining unit according to their plant seniority will be posted in not to exceed three conspicuous places at the local plant, as agreed upon between the local plant superintendent and the local union. The question of whether new departments created by the Company shall be included in existing seniority departments or shall constitute separate seniority departments shall be determined by agreement with the local union.

Section 3. Transfers are made:

- a. As a result of gang reduction. An employee in this case having plant seniority has the right of employment over the employee with the least plant service. This is known as a "layoff transfer."
- b. As a result of promotion or some other reason or necessity of the business an employee is moved from one department to another. This is known as a "department transfer" and may be either "permanent" or "temporary". A permanent transfer requires the agreement of the employee in writing, otherwise it is temporary.
- c. Temporarily for a period not in excess of six (6) months unless otherwise agreed upon in writing between the Company and the Union.

Section 4. Department seniority shall be followed in gang reductions. Plant seniority shall be followed in determining which employees shall be laid off from the plant.

Section 5. Gangs will be increased as follows:

First -- By calling back employees or former employees according to their department seniority provided they are qualified for the job which is open, and

Second -- By calling back former employees in accordance with their accumulated plant service provided they are qualified for the job which is open.

Section 6. Promotions shall be made according to department seniority, provided the employee's ability to do the work as well as other candidates, his regularity in attendance, punctuality, and physical condition also entitle him to advancement. The foreman shall advise the department steward of any vacancy and state who is being assigned to the job.

Section 7. (a) Employees, when transferred from one department to another within the bargaining unit, shall retain all of their service for seniority purposes in the department from which they were transferred until the transfer becomes permanent. In the case of a permanent transfer, time spent in the new department up to six months before the transfer becomes permanent will be credited in the new department in determining department seniority.

(b) Employees leaving the bargaining unit to accept a job with the Company outside of the unit shall retain their plant seniority rights in the unit for a period of one year and their department seniority rights in the unit for a period of six months.

Section 8. Employees shall not acquire any seniority rights until they have accumulated forty (40) days' service. However, if an employee is continued in his employment after accumulating such service, his seniority shall commence from the original date of his employment.

Section 9. The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation to rehire when he --

- a. Voluntarily leaves the service of the Company or is discharged for cause.
- b. Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. In increasing working forces according to seniority, employees laid off will be notified by the present method of contact, or by telegram, or registered letter, at their last known address, and they will be expected to report as directed. Failure to do so shall forfeit

their seniority rights. However, in case of inability to do so and upon immediate notification to the Company of this fact, they will be given five additional days.

- c. Has been out of employment by the Company for a period of twelve months or longer.

Section 10. Changes made in this agreement to the present seniority policy shall have no retroactive application, e.g., any person having, on the effective date of this agreement, departmental or plant seniority shall not be deprived of same by operation of this agreement.

ARTICLE VII

Wages

Section 1. (a) The authorized wage rates shown in the Company's wage rate schedules for the various job classifications shall be increased effective November 1, 1946, by seven and one-half cents (7½¢) per hour.

(b) Notwithstanding the provisions of sub-section (a) above, any employee who is being paid a rate more than two and one-half cents (2½¢) in excess of the wage rate set forth in the Company's wage rate schedules for his job classification shall receive an increase of five cents (5¢) per hour.

(c) The Company and the Union will negotiate adjustments in certain female rates within the general framework of the Company's proposal to the Union dated November 18, 1946. Any such adjustments agreed upon between the Company and the Union will be in addition to any other increases in wage rates theretofore agreed upon between the Company and the Union, and will be effective November 1, 1946.

(d) As so changed, in accordance with sub-sections (a), (b), and (c) above, such wage rates shall continue in effect for the term of this contract unless changed in accordance with the provisions of --

(1) the following Section 2, or

(2) Section 2 of Article XI

Section 2. The Union and the Company will complete performance of the second paragraph of Article VII of the printed copy of the Master Agreement between the parties dated April 25, 1945, to the extent that the parties have not already completed performance.

Section 3. Seven cents (7¢) per hour additional compensation will be paid for work performed between the hours of 6:00 p.m. and 6:00 a.m. except in those plants where the regular starting time is after 7:00 a.m., in which case the additional compensation will be paid for the hours worked between 7:00 p.m., and 7:00 a.m. The provisions of this Section shall be effective as of November 1, 1946.

Section 4. (a) When a production standard is set and approved for use, the Company shall continue its practice of guaranteeing that there shall be no change in the standard unless:

- (1) It is found that through error insufficient credit is being given, in which case immediate correction shall be made, or
- (2) The operation is changed so that the amount of work required to perform the job is changed, in which case a time study shall be made and a proper standard set covering the new method.

(b) In no case shall an approved standard be reduced where there is no change in the job.

(c) When any changes in standards are made or when standards are applied to a new operation, the foreman shall inform the union steward of the new production standards.

(d) The foreman shall inform the union steward of any change in scheduled rates or of any new scheduled rates which may be established by the Company covering new jobs.

(e) It is understood and agreed that in the case of grievances involving production standards the arbitrator, under Article III, shall be limited in his decision to a finding that the Company has changed or failed to change a particular standard in violation of subparagraphs (a) (1) and (a) (2) above. He shall have no power by his award to establish, discontinue, or change any production standard.

Section 5. (a) A combination job is one in which the work is covered by two or more job classifications and is performed in the same work cycle. The highest rate in such a combination shall be paid when more than 10% of the time is put in on the highest rated job. The next to the highest rate in such a combination shall be paid when 10% or less of the time is put in on the highest rated job.

(b) (1) Multiple rates are used to cover regular assignments which require that the employee perform work covered by two or more different job classifications -- the work on different job classifications being performed independently and separately of one another.

(2) The use of multiple rates will be limited to two rates to an individual regardless of the number of jobs to which he may be assigned. These rates will be the two highest rates of all jobs performed. The weighted average of these two rates for the week will be used in determining the amount of wages due the employee and the payments due, if any, under Article IV, Section 3; Article V, Sections 4 and 10; Article IX, Section 5; and Article IV, Section 2 (c).

ARTICLE VIII

Section 1. It is agreed that a total of twelve (12) minutes per day is a fair and reasonable time for the changing of clothes before and after work which is to be paid to each employee in the bargaining units at each plant at his regular hourly rate of pay and that such time is to be considered as work time for all purposes under the Master Agreement, except as provided for in Article V, Section 1, of this agreement. Such time shall be paid for in accordance with the following schedule, which shall apply to the work week:

Employees working	1 day:	1/4 hours
"	2 days:	1/2 "
"	3 days:	3/4 "
"	4 days:	3/4 "
"	5 days:	1 "
"	6 days:	1-1/4 "
"	7 days:	1-1/2 "

Holidays on which no work is performed shall not be considered as days of work for the purpose of this paragraph.

Section 2. Each regular full time employee (excluding thereby casual workers such as cured hide take-up, snow shovelers, supply unloaders, etc., and part-time employees whose normal work week is less than forty (40) hours) in the bargaining units at each plant who does any work in the regular work week will be paid fifty (50) cents per week in lieu of the Company furnishing clothes. Regular part-time employees whose normal work week is less than forty (40) hours will be paid that percentage of fifty (50) cents per week, in lieu of the Company furnishing clothes, that the hours in their normal work week are of forty (40) hours. Newly-

hired employees will be paid eight (8) cents per day for each day worked during the first week of their employment where they are hired after the first day of the work week in lieu of the Company furnishing clothes. Holidays on which no work is performed shall not be considered as days of work for the purpose of this paragraph.

Section 3. It is agreed that knives, steels, whetstones, meat trimmers' hooks, and overhauling hooks will be furnished to those employees using them. These tools are to be furnished in addition to all heavy tools and safety devices now being furnished by the Company.

Section 4. It is agreed that those employees using tools and equipment furnished by the Company will be paid for the time spent preparing and repairing those tools and equipment as regular work time which will be scheduled or handled by the foreman, the same as any other assignment of work for which he is responsible.

ARTICLE IX

Vacations

Section 1. Vacation eligibility requirements are based upon accumulated service.

Section 2. First Vacation -- An employee becomes eligible for a vacation for the first time when the employment records show that either of the following requirements has been met:

- (a) The completion of 365 calendar days of accumulated service without having been off the payroll for more consecutive days than thirty, Sundays and holidays included, while accumulating this credit for service.
OR
- (b) As soon as the employment records show any consecutive 365-day period during which he has completed 300 calendar days on the payroll. (This requirement is not to be considered as having been met until on or after the anniversary date of the employee's original employment.)

Section 3. (a) Subsequent Vacations -- An employee who has received his (or her) first vacation is thereafter eligible to receive subsequent annual vacations as follows:

- (1) Any time on or after January 1 providing his service since receiving his last vacation has been continuous

and he is currently being carried on the active payroll.
OR

(2) On that date in the calendar year, following the year in which the employe received his last vacation, by which the employe has either

a. Completed 365 calendar days of accumulated service without having been off the payroll for more consecutive days than thirty. Sundays and holidays included, while accumulating this credit for service,

OR

b. during the preceding 365 days completed 300 calendar days on the payroll.

(b) Length of Vacation -- The length of the vacation will depend upon either the employe's accumulated service, or upon the number of vacations for which the employe has previously qualified, whichever is more favorable to the employe, as follows:

ONE week vacation annually commencing with the first vacation for which the employe qualifies.

TWO weeks' vacation annually commencing with the fifth vacation for which the employe qualifies, or after five (5) years' accumulated service.

THREE weeks' vacation annually commencing with, in the case of women, the fifteenth vacation for which the employe qualifies, or after fifteen (15) years' accumulated service, and in the case of men, with the twentieth vacation for which the employe qualifies, or after twenty (20) years' accumulated service.

For the purpose of this subparagraph (b), a person restored to employment under Section 2 of Article II shall be considered to have had one vacation for each complete calendar year that he was out of the employment of the Company, excluding the year in which he left and the year in which he returned.

Section 4. Employees who are entitled to two or three weeks' of vacation may take their vacation at any time during the year in which the required service will presumably be completed, subject to the provisions of paragraph 9.

Section 5. Vacation Pay -- Pay for the vacation periods shall be computed on the basis of the employee's regular rate of pay with applicable overtime for the number of hours he would have worked had he not been on vacation. In determining the number of hours he would have worked, the following standards shall be applied:

- (a) If the employee is in a gang using gang time, gang time shall be taken.
- (b) If in a gang or department not on gang time, then the number of hours worked by the employee who replaced the vacationing employee.
- (c) If (b) is not practicable, then the average weekly hours worked by the vacationing employee for the four (4) full weeks immediately preceding the date of the vacation.

In no event shall employees receive less than forty (40) hours' pay at their regular rate of pay for each week of vacation except employees having a normal work week of more or less than forty (40) hours, in which case such employees shall be paid not less than such normal hours at their regular rate of pay plus any applicable overtime.

Section 6. Miscellaneous Provisions -- (a) Only actual time on the active payroll is to be considered in computing service for vacation purposes. However, for the purpose of determining future vacation eligibility, war service of employees restored to employment under Article II, paragraph 2, shall be considered as actual time on the payroll. It is understood that no employee will be given vacation pay during, or for, time spent in war service.

(b) An employee is to be considered as being on the active payroll as long as he has not been actually laid off or discharged or transferred to a benefit payment roll. Employees temporarily absent because of illness are not carried on the active payroll but such absences are credited to the employee's service for vacation purposes as time on the payroll when they return to work.

Section 7. Employees who have earned their vacations under the vacation plan but who become sick or are injured prior to having received their vacation may upon request to the Company receive their vacation pay. It is understood, however, that both vacation pay and payment for disability will not be made for the same period of time.

Section 8. If an employee qualifies for vacation but leaves the service for any reason he will resume the same status if he is later re-employed regardless of how long an interval may have elapsed for the purpose of determining the length of vacation to

which he is entitled under paragraph 3 (b).

Section 9. Vacations will, as far as possible, be granted for the period selected by the employee, but final allocation of vacation periods is left to the Company in order to assure orderly operation of the plant. Every reasonable effort will be made to permit each employee to take his vacation between May 1 and October 1. In the choice of vacation dates, department seniority shall prevail.

Section 10. Vacations will be granted only in the year in which they are due and may not be carried over to the following year. If, however, due to some emergency an employee is not permitted to take his vacation during the year in which it is due, he shall have the right to take it in the ensuing year.

Section 11. Employees entitled to vacations will not be allowed to take money in lieu thereof.

Section 12. An employee eligible for vacation who is laid off because of reduction in his gang or who quits shall be allowed pay for the vacation for which he had qualified.

Section 13. (a) Unexercised vacation privileges are forfeited if an employee is discharged from service for cause.

(b) Employees are entitled to receive their vacation pay at the beginning of the vacation period if so desired.

Section 14. This vacation plan shall become effective as of January 1, 1947. The provisions of Article IX of the printed contract between the Company and the Union dated April 25, 1945, shall remain in effect until December 31, 1946.

ARTICLE X

Management

Same as previous agreement.

ARTICLE XI

Section 1. If the highest court having jurisdiction in the matter of its final decision interprets any applicable law of the United States or the states in which plants covered by this agreement are located, in a manner so as to bring any provision or section of this agreement into conflict with such law, such conflicting provision or section of this agreement, and such provision or section alone, shall then be open for further negotia-

tions between the parties hereto for the purpose of reconciling the conflicting provision or section with the said law as so interpreted.

Section 2. This Master Agreement shall take effect as of December 3, 1946, and shall remain in effect until August 11, 1948, and from year to year thereafter; provided, however, that this agreement may be terminated on August 11, 1948, or on August 11 of any year thereafter by either party on written notice mailed, to the Company at its General Office or to the Union at its National Headquarters, at least thirty (30) days prior to August 11, 1948, or prior to August 11 of any year thereafter; and further provided that this agreement may be reopened by either party solely on the issue of a general wage increase or decrease under Section 1 of Article VII (excluding any and all other adjustments or changes to this contract of any kind whatsoever) once during each period from August 11 to August 11 during the term hereof, by written notice, mailed as above set forth, thirty (30) days prior to the date on which it is desired to commence negotiations; provided further that this agreement may not be so re-opened the first time prior to April 1, 1947.

EXHIBIT D

78D

SWIFT AND COMPANY MASTER AGREEMENT
WITH
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA (A.F.L.)
(8/11/48 to 8/11/49)

ARTICLE I

Section 1.

Same as previous agreement.

Section 2.

Same as previous agreement.

Section 3. (a) The Company, as to each employee who shall authorize it in writing in the form hereinafter set forth and for so long only during the period this agreement is in effect as such authorization shall remain in force, shall deduct from the first pay payable to such employee each month, the regular monthly Union dues for the current month, and the initiation fee of the Union if due and owing, and promptly remit the same to the Financial Secretary of the Local Union. The Union shall notify the Company of the name of each such Financial Secretary and the address to which such dues collections shall be sent. Such notification shall bear the signature of the president and of the recording secretary of the Local Union and shall be impressed with the seal of the Local Union. In the event of any change of the Local Financial Secretary, the Company shall be notified to such change by the same method as provided above.

Authorization For Dues Deduction

I hereby authorize and direct my employer, _____, to deduct from the first pay payable to me each month, the regular monthly Union dues for the current month of Local Union No. _____, Amalgamated Meat Cutters and Butcher Workmen of North America, A. F. of L., and the initiation fee of said Local Union if due and owing, and to remit same to the Financial Secretary of said Local Union.

This authorization shall take effect as of the date hereof or as of August 11, 1948, whichever is the later, and shall continue in effect until August 11, 1949, or until the termination of the Master Agreement between Swift & Company and the Union dated July 2, 1948, whichever occurs first.

The above authorization shall continue in effect after the expiration of the shorter of the periods above specified, for further successive periods of one year from such date, provided

there is then in effect a collective bargaining agreement between my employer and the Union providing for the deduction of Union dues and initiation fees as aforesaid. If permitted under federal law, this authorization may not be revoked by me prior to August 11, 1949, or during any of such successive one-year periods except that I may cancel and revoke this authorization by giving written notice to my employer not more than thirty (30) days and not less than ten (10) days prior to August 11, 1949, or the termination of said Master Agreement, whichever occurs first, or prior to the expiration of any such yearly period or prior to the expiration of any such collective bargaining agreement, whichever occurs first. In the event of revocation by me as aforesaid, I shall send a copy of my revocation notice to the Local Union.

Date _____

If under the present or future laws, if effective during the term hereof, of any state wherein any of the bargaining units covered by this agreement are located the foregoing form of authorization does not meet the requirements of said state law, then the Company shall be under no obligation to the Union under this Section 3 (a) unless and until it shall have been furnished with a form of authorization satisfying the requirements of such state law.

(b) The Union, its officers, and members shall not intimidate or coerce employees into joining the Union or continuing their membership therein.

ARTICLE II

Section 1.

Same as previous agreement.

Section 2. (a) An employee who leaves or has left a position in the employ of the Company in order to enter upon active service in the armed forces of the United States, the United States Merchant Marine, or the American Red Cross, under such circumstances that under the laws of the United States he has the right to be re-employed by the Company provided he satisfies certain conditions, shall, upon his having satisfied such conditions, be restored to that position to which he is entitled under such laws.

(b) Unless the Company is required by said laws of the United States to do otherwise, the provisions of the preceding subparagraph (a) mean that such employee shall be reinstated to

his former position or, at the Company's option, to a position carrying a rate not less than that in effect at the time of his return on his former position unless during his absence:

- (1) An opening has occurred in his former department on a higher rated job and an employe with less department seniority than the veteran has been placed on such job during the veteran's absence and is working on such higher rated job when the veteran returns. In such a case the returned veteran will be offered the higher rated job provided he can do the job or learn it in a reasonable time. If he accepts such job he will displace the employe on the higher rated job who has less department seniority, or
- (2) A reduction has occurred in the department so that the veteran, if he had not been absent on account of military service, would not now occupy the job he left. In such a case, the returned veteran will be offered a job equivalent to that he would have been entitled to under the operation of the applicable seniority provisions had he not been absent on account of military service. Employes displaced by a returning veteran will be demoted in accordance with normal department practice.

(c) (1) For the purposes of Article VI of this agreement, an employe's seniority shall accumulate from the date on which he leaves his position in order to enter upon active service in the armed forces of the United States, the United States Merchant Marine, or the American Red Cross, until the date on which he is restored to a position in accordance with subparagraphs (a) and (b) above to the extent that it would have accumulated had he not entered upon such active service.

- (2) For the purpose of Section 1, Article IX, of this agreement active service in the Armed Forces of the United States, the United States Merchant Marine, or the American Red Cross, shall be deemed "accumulated service" with the Company. No employe will be granted vacation pay while on or for such active service.

(d) Veterans who return with physical handicaps will be given the same re-employment opportunities as other veterans, and it is understood that those not qualified to perform their regular job may be placed on work which they are physically able to perform without loss of seniority.

ARTICLE III

Grievance Procedure

Section 1.

Same as previous agreement.

Section 2. Should differences arise between the Union or its members and the Company as to the meaning and application of the provisions of this agreement there shall be no strike, slowdown, or stoppage of work, or suspension thereof on the part of the Union or its members employed by the Company, or lockout on the part of the Company, until after the following procedure has been exhausted.

First: The aggrieved employe may present his grievance with or without the Union representative to the foreman of the department.

Second: If not settled in the first step, then the Union representative, with or without the aggrieved employe, may present the grievance to the division superintendent or the general foreman.

Third: If not settled in the second step, then the grievance committee of the Union, composed of not more than three Union representatives, two of whom shall be employes, shall meet with the designated committee appointed by the Company, not to exceed three in number, including the superintendent of the plant or his representative, for the purpose of settling the grievance.

Fourth: If not settled in the third step, then either party may refer the grievance to the general superintendent of the Company or his designated representative or representatives and to the international representatives of the Union to assist in settlement of the grievance.

Fifth: If not settled in the fourth step, then either party may refer the grievance to Charles G. Gregory as abritrator, whose decision shall be final and binding upon the parties.

Section 3.

Same as previous agreement.

Section 4.

Same as previous agreement.

Section 5.

Same as previous agreement.

ARTICLE IVWorking Hours -- OvertimeSection 1.

Same as previous agreement.

Section 2. (a) The following days shall be observed as holidays, if so nationally observed: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day. By agreement, it will be permissible for a holiday of local importance to be substituted for one or more of the above-mentioned holidays.

(b) Holidays falling on Sunday shall be observed on the following Monday, if so nationally observed.

(c) Pay For Holidays Not Worked.

- (1) All regular full-time employees (not including casual and part-time employees) on the payroll shall be paid for eight (8) hours at their regular rate of pay for each of the holidays set forth in Section 2 (a) of this Article, provided they report for work and work the hours as ordered on the day before and the day after the holiday.
- (2) Pay for holidays not worked shall apply as pay in computing the weekly guarantee covered by Section 3 of this Article.
- (3) Employees absent from work on account of sickness or accident on a holiday shall be paid as provided for in Section 2 (c) (1) above less the amount actually paid under the sickness and accident benefit provisions of Article V, Section 10, for that day.
- (4) If one of the above holidays covered by Article IV, Section 2 (a), occurs within an employee's vacation period, he shall be paid eight hours' pay at his regular rate of pay in addition to his vacation pay.

- (5) If one or more of the above holidays occur while an employe is away on leave of absence for any reason, the employe shall receive no pay for such holiday or holidays not worked.
- (6) Hours not worked on a holiday shall not be considered as work time in computing the additional compensation due, if any, under Section 1 of this Article, nor shall any holiday on which no work is performed be considered a work day for the purpose of Article VIII, Section 1 or Section 2.
- (7) If an employe fails to report for work or fails to work the hours as ordered on a holiday, he shall receive no pay for not working on that holiday.

(d) No work will be considered regular Sunday work until the gang has worked four (4) consecutive Sundays. Once work is established as regular Sunday work it shall continue as such until the gang has failed to work on three (3) consecutive Sundays. Until regular Sunday work has been so disestablished, employes working on the designated day off in lieu of Sunday will be paid double time for hours worked on such designated day.

(e) Shift operators shall be allowed a regular day off in lieu of Sundays. However, due to changing shifts and rotating shift employes, the day the employe is off may be changed from time to time by the Company. Hours for which overtime will be paid on designated days of rest in lieu of Sundays and on holidays will be from 7:00 a.m. to 7:00 a.m. in plants where the shift schedule is 7 -- 3 -- 11 and 8:00 a.m. to 8:00 a.m. in plants where the shift schedule is 8 -- 4 -- 12.

Section 3.

Same as previous agreement.

Section 4.

Same as previous agreement.

Section 5. Any employe who has completed his day's work and has left the plant premises and is, after having left the plant premises, recalled to perform work within twenty-four (24) hours from the time he started such day's work, shall be paid for all time worked, pursuant to such recall, within such twenty-four (24) hour period at one and one-half ($1\frac{1}{2}$) times his regular rate and will be guaranteed a minimum of four (4) hours' work at time and one-half ($1\frac{1}{2}$), in addition to his pay for hours worked after the start of his new day's work in accordance with his prearranged starting time. This shall not apply:

- (a) When shifts are being changed; or
- (b) When the starting time of a gang or an employe is being changed; or
- (c) To any work performed by an employe after he has started a new day's work in accordance with his pre-arranged starting time.

Section 6.

Same as previous agreement.

ARTICLE V

Shop Conditions

Section 1. (a) Employes required to work more than five (5) consecutive hours without a meal period shall be compensated at one and one-half ($1\frac{1}{2}$) times their regular rate of pay for all time worked in excess of five (5) hours until a meal period is granted by the Company; provided, however, that five and one-half ($5\frac{1}{2}$) hours may be worked at only the regular rate of pay in case of a mechanical breakdown or when it will complete the day's work.

(b) When employes are required to work more than five (5) consecutive hours after the first meal period the Company shall furnish a meal, and employes so furnished a meal shall be allowed twenty (20) minutes' time off, with pay, to eat such meal. This subparagraph (b) shall not be applicable where not in excess of five and one-half ($5\frac{1}{2}$) hours are worked after the first meal period in order to complete the day's work or in case of a mechanical breakdown.

(c) Employes will be considered as being required to work unless other arrangements have been made by the foreman with the department steward in the case of a group or with an individual in a case involving an individual.

(d) This Section 1 shall not apply to employes engaged in continuous operations since they eat their lunch on the job and on Company time, provided that where such employes are required to work more than ten and one-half ($10\frac{1}{2}$) hours in a day they shall be furnished a meal by the Company.

(e) For the purposes of this section, time worked shall not include any portion of the time allowance set forth in Paragraph 1 of Article VIII for changing clothes before and after work.

Section 2.

Same as previous agreement.

Section 3.

Same as previous agreement.

Section 4.

Same as previous agreement.

Section 5.

Same as previous agreement.

Section 6.

Same as previous agreement.

Section 7.

Same as previous agreement.

Section 8.

Same as previous agreement.

Section 9.

Same as previous agreement.

Section 10. (a) When employees are absent from work because of disability due to sickness or non-compensable accident, and when such absences and their continuation are supported by acceptable medical evidence, part wage payments shall be made in accordance with the following terms and conditions:

Payments shall not be made when employees are absent from work because of disability due to sickness or injury caused by or as a result of the employee's own act or misconduct.

(b) All absences shall be considered as starting with the loss of the first day on which the employee was scheduled to work.

(c) Schedule:

Service required -- One year or more of continuous service at the time of the onset of the absence.

Waiting period --- One through nine years of continuous service -- seven consecutive calendar days. Ten years or more of continuous service -- none.

Amount of payment -- One-half wages computed on the basis of a 40-hour work week or, in the case of employees who have a basic work week either greater or less than forty (40) hours, one-half wages computed on the basis of such basic work week. For absences of less than a full work week, daily payments will be based on one-sixth of said one-half wages computed as aforesaid.

Extent of payments-- Two weeks at one-half wages for each year of continuous service for any one absence reduced by the payments made for other absences during the twelve months immediately preceding the onset of the current absence.

(d) No employee shall be eligible for benefits under this Section unless he notifies the Company promptly when he is unable to report for work.

(e) It is agreed that it is the purpose of this paragraph to provide income for employees who qualify hereunder only for a period or periods of time when they are physically unable to work.

(f) At the onset of any disability, an employee will be transferred from the active payroll to the applicable benefit payroll. Benefits to which an employee may be entitled hereunder are determined by his service and status at the onset of the disability.

(g) In case any sickness or non-compensable accident benefit payments, lesser in amount or duration than those payable under this sub-section, are required by state or federal laws, it is understood that the difference only, if any, between such state or federally required payments and the amount the employee is entitled to under this sickness or noncompensable accident payment plan will be payable. If such state or federally required payments are greater than those payable under this subsection, no payments shall be made under this subsection.

Section 11.

Same as previous agreement.

Section 12.

Same as previous agreement.

ARTICLE VI

Seniority

Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9

Same as previous agreement.

ARTICLE VII

Wages

Section 1. The authorized wage rates shown in the Company's wage rate schedules for the various job classifications shall continue in effect for the term of this agreement unless changed in accordance with the provisions of Section 2, Article XI (Term Clause.)

Section 2. Seven cents (7¢) per hour additional compensation will be paid for work performed between the hours of 6:00 p.m. and 6:00 a.m., except in those plants where the regular starting time is after 7:00 a.m., in which case the additional compensation will be paid for the hours worked between 7:00 p.m. and 7:00 a.m.

Section 3. (a) When a production standard is set and approved for use, the Company shall continue its practice of guaranteeing that there shall be no change in the standard unless:

- (1) It is found that through error insufficient credit is being given, in which case immediate correction shall be made, or
- (2) The operation is changed so that the amount of work required to perform the job is changed, in which case a time study shall be made and a proper standard set covering the new method.

(b) In no case shall an approved standard be reduced where there is no change in the job.

(c) When any changes in standards are made or when standards are applied to a new operation, the foreman shall inform the employee Union official in the plant designated for that department of the new production standards.

(d) The foreman shall inform the employee Union official in the plant designated for that department of any change in scheduled rates or of any new scheduled rates which may be established

by the Company covering new jobs.

(e) It is understood and agreed that in the case of grievances involving production standards the arbitrator, under Article III, shall be limited in his decision to a finding that the Company has changed or failed to change a particular standard in violation of subparagraphs (a) (1) and (a) (2) above. He shall have no power by his award to establish, discontinue, or change any production standard.

Section 4. (a) A combination job is one in which the work is covered by two or more job classifications and is performed in the same work cycle. The highest rate in such a combination shall be paid when more than 10% of the time is put in on the highest rated job. The next to the highest rate in such a combination shall be paid when 10% or less of the time is put in on the highest rated job.

(b) (1) Multiple rates are used to cover regular assignments which require that the employee perform work covered by two or more different job classifications -- the work on different job classifications being performed independently and separately of one another.

(2) The use of multiple rates will be limited to two rates to an individual regardless of the number of jobs to which he may be assigned. These rates will be the two highest rates of all jobs performed. The weighted average of these two rates for the week will be used in determining the amount of wages due the employee and the payments due, if any, under Article IV, Section 3; Article V, Sections 4 and 10; Article IX, Section 5, and Article IV, Section 2 (c).

ARTICLE VIII

Section 1. It is agreed that a total of twelve (12) minutes per day is a fair and reasonable time for the changing of clothes before and after work which is to be paid to each employee in the bargaining units at each plant and that such time is to be considered as work time for all purposes under the Master Agreement, except as provided for in Article V, Section 1, of this agreement. Such time shall be paid for in accordance with the following schedule, which shall apply to the work week:

Employees working	1 day:	1/4 hours
"	" 2 days:	1/2 "
"	" 3 days:	3/4 "
"	" 4 days:	3/4 "
"	" 5 days:	1 "

Employees working 6 days:	1-1/4 hours
" " 7 days:	1-1/2 "

In the case of an employe with just one regular assignment or who works a combination job, such time shall be paid for at the rate of pay for such regular assignment or at the combination job rate, as the case may be.

In the case of an employe with two or more regular assignments, such time shall be paid for at that rate of pay at which the employe works the greater number of hours during the work week using only the two highest rated jobs performed by the employe as his regular assignments. If an equal number of hours is worked on such two highest rated job assignments, the higher rate of pay shall be used.

Holidays on which no work is performed shall not be considered as days of work for the purpose of this section.

Sections 2, 3 and 4.

Same as previous agreement.

ARTICLE IX

Vacations

Sections 1, 2 and 3.

Same as previous agreement.

Section 4. Employees who are entitled to two or three weeks of vacation may take their vacation at any time during the year in which the required service will presumably be completed, subject to the provisions of Section 9.

Section 5.

Same as previous agreement.

Section 6. Miscellaneous Provisions -- (a) Only actual time on the active payroll is to be considered in computing service for vacation purposes. However, for the purpose of determining future vacation eligibility, war service of employes restored to employment under Article II, Section 2, shall be considered as actual time on the payroll. It is understood that no employe will be given vacation pay during, or for, time spent in war service.

(b) Employees temporarily absent because of illness are not carried on the active payroll, but such absences are credited to the employee's service for vacation purposes as time on the payroll when they return to work.

Section 7.

Same as previous agreement.

Section 8. If an employee qualifies for vacation but leaves the service for any reason he will resume the same status if he is later re-employed, regardless of how long an interval may have elapsed, for the purpose of determining the length of vacation to which he is entitled under Section 3 (b).

Sections 9. 10. 11. 12. 13.

Same as previous agreement.

ARTICLE X

Management

Same as previous agreement.

ARTICLE XI

Section 1.

Same as previous agreement.

Section 2. (a) This Master Agreement shall take effect as of August 11, 1948, and shall remain in effect until August 11, 1949, and from year to year thereafter; provided, however, that this agreement may be terminated on August 11, 1949, or on August 11 of any year thereafter, by either party on written notice mailed to the Company at its General Office or to the Union at its national headquarters at least sixty (60) days prior to August 11, 1949, or prior to August 11 of any year thereafter.

(b) This Master Agreement may be reopened by either party solely on the issue of a general wage adjustment under Section 1 of Article VII (excluding any and all other adjustments or changes to this contract of any kind whatsoever) once during the period from August 11, 1948, to August 11, 1949, and once during each yearly period thereafter, by written notice mailed as above set forth thirty (30) days prior to the date on which it is desired to commence negotiations.

EXHIBIT E

SWIFT AND COMPANY MASTER AGREEMENT
WITH
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA (A.F.L.)
(10/14/49 to 8/11/50)

ARTICLE I

Sections 1, 2 and 3.

Same as previous agreement.

ARTICLE II

Section 1.

Same as previous agreement.

Section 2.

(a) and (b) Same as previous agreement.

(c) (1) For the purposes of Article VI of this agreement, an employee's seniority shall accumulate from the date on which he leaves his position in order to enter upon active service in the armed forces of the United States, the United States Merchant Marine, or the American Red Cross until the date on which he is restored to a position in accordance with subparagraphs (a) and (b) above to the extent that it would have accumulated had he not entered upon such active service.

(2) For the purpose of Section 1, Article IX, and of Section 10, Article V of this agreement, active service in the armed forces of the United States, United States Merchant Marine, or the American Red Cross shall be deemed "service with the Company." No employee will be granted vacation pay or sickness and accident benefits while on or for such active service.

(d) Same as previous agreement.

ARTICLE III

Grievance Procedure

Section 1.

Same as previous agreement.

Section 2.

Same as previous agreement except "Fifth":

Fifth: If not settled in the fourth step, then either party may refer the grievance to (arbitrator to be later agreed upon), as arbitrator, whose decision shall be final and binding upon the parties.

Section 3. When a settlement is arrived at, at any stage of this procedure, such settlement shall be final and binding. Grievances presented by the Union in the third step shall be presented in writing, and the Company's answer to such grievances in the third step shall be in writing.

Section 4.

Same as previous agreement.

Section 5. No grievances shall be processed under the procedure set forth in this article unless presented by the employee or the Union to the Company within fifteen (15) of the aggrieved employee's working days from the occurrence which constitutes the basis for the grievance.

ARTICLE IV

Working Hours -- Overtime

Section 1. The basic work day will be eight (8) hours. The basic work week will be forty (40) hours. If in the opinion of the Company it becomes necessary for employees to work longer than eight (8) hours in one day or forty (40) hours in one week, the employees shall do so.

Additional compensation over and above an employee's regular rate of pay shall be paid as follows:

- A. (1) The regular rate of pay for all hours worked on a holiday, and
- (2) The regular rate of pay;
 - (a) For all hours worked on a Sunday, unless the work regularly falls on Sunday, or
 - (b) For all hours worked on any day designated as the employee's day of rest, where the work regularly falls on Sunday and

EITHER

- (3) Half the regular rate of pay for hours worked in excess of eight (8) on days other than those set forth in A (1) and (2) above,

OR

- (4) Half the regular rate of pay for hours worked in excess of forty (40) during a particular work week, exclusive of all hours worked on days specified in A (2) above.

Hours not worked on a holiday but which are paid for under Section 2 (c) of this article shall not be considered as hours worked for the purpose of this paragraph A.

- B. After determining separately the total additional compensation accruable under A (3) and (4) respectively, the greater amount only shall be paid, not both, in addition to the compensation payable under paragraph A (1) and (2) above.
- C. In the case of truck drivers, only the provisions of A (1), (2), and (4) above shall apply; provided that it at any plant an arrangement is in effect providing for the payment of daily overtime, such arrangement shall continue in effect.

Section 2. (a) The following shall be considered as holidays except that where one of said holidays falls on Sunday, such holiday shall be observed on the following Monday if so nationally observed: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day.

(b) By agreement, it will be permissible for a holiday of local importance to be substituted for one or more of the above-mentioned holidays.

(c) Pay for Holidays Not Worked.

- (1) All regular full-time employees (not including casual and part-time employees) on the payroll shall be paid for eight (8) hours at their regular rate of pay for each of the holidays set forth in Section 2 (a) of this article, provided they report for work and work the hours as ordered on the day before and the day after the holiday. The purpose of the proviso in the preceding sentence is to discourage tardiness

and absenteeism on the day before and the day after the holiday.

- (2) Pay for holidays not worked shall apply as pay in computing the weekly guarantee covered by Section 3 of this article.
- (3) Employees absent from work on account of sickness or accident on a holiday shall be paid as provided for in Section 2 (c) (1) above less the amount actually paid under the sickness and accident benefit provisions of Article V, Section 10, for that day.
- (4) If one of the above holidays covered by Article IV, Section 2 (a), occurs within an employee's vacation period, he shall be paid eight (8) hours' pay at his regular rate of pay in addition to his vacation pay.
- (5) If one or more of the above holidays occur while an employee is away on leave of absence for any reason, the employee shall receive no pay for such holiday or holidays not worked.
- (6) Hours not worked on a holiday shall not be considered as work time in computing the additional compensation due, if any, under Section 1 of this article, nor shall any holiday on which no work is performed be considered a work day for the purpose of Article VIII, Section 1 or Section 2.
- (7) If an employee fails to report for work or fails to work the hours as ordered on a holiday, he shall receive no pay for not working on that holiday.

(d) For the purposes of Section 1 A (2) of this article (Overtime and Penalty Clause), work shall be deemed to fall regularly on Sunday where:

- (1) The work has been performed on four (4) consecutive Sundays by a gang, or by any portion of a gang, in which the particular employee performs a regular assignment; and
- (2) The Company has designated a day of rest for the particular employee in accordance with paragraph (e) of this section.

(e) For the purpose of this agreement:

- (1) Sunday shall be the twenty-four (24) hour period starting at 12:01 A.M. on Sunday.
- (2) An employe's designated day of rest shall (except in the case of shift operators) be any consecutive twenty-four (24) hour period selected by the Company starting at the same hour of the day as the employe's scheduled starting time on his last scheduled work day prior to the designated day of rest. The Company shall notify the employe of the day of rest so selected. The day of rest so selected may be changed by the Company from time to time, provided that the employe is notified of any such change during the work week prior to the work week in which the change is to take effect.

(f) Once work is established as regular Sunday work, it shall continue as such unless neither the gang nor any portion of the gang in which the particular employe performs a regular assignment, has worked on two consecutive Sundays. Until regular Sunday work has been so disestablished, employes working on the designated day of rest will be paid double time for hours worked on such designated day.

(g) Shift operators shall have a designated day of rest. However, due to changing shifts and rotating shift employes, such day of rest may be changed from time to time by the Company. Hours for which overtime will be paid on designated days of rest and on holidays will be from 7:00 A.M. to 7:00 A.M. in plants where the shift schedule is 7--3--11 and 8:00 A.M. to 8:00 A.M. in plants where the shift schedule is 8--4--12.

(h) Employes who are not assigned to work regularly performed on Sunday, will, when required to work on Sunday, be given that work in addition to their regular work for that week.

(i) Effective October 24, 1949, the regular work week shall start with Monday and end with Sunday in the bargaining units in the Company's meat packing plants covered by this agreement where such plants are not now on that basis.

Sections 3, 4 and 5.

Same as previous agreement.

Section 6. There shall be established equal distribution of work hours available for all regular employees within each seniority department as far as practicable. This does not obligate the Company to give all employees the same number of hours of work per week, but the hours of work shall be equalized over a period of time to the extent practicable.

ARTICLE V

Shop Conditions

Sections 1, 2, 3, 4, 5 and 6.

Same as previous agreement.

Section 7. Employees excluded from the bargaining unit, whether they are exempt from or subject to the Fair Labor Standards Act, will not be used on work of a nature performed by employees in the bargaining unit except as follows:

- (a) For the purpose of breaking in new men and instructing workmen;
- (b) For the purpose of taking an operator's place temporarily who did not show up for work or who had to be relieved due to injury or sickness or who, for other reasons is temporarily absent from the job;
- (c) In gangs which are not sufficiently large to justify the full-time use of a supervisor or other management employee in his supervisory or managerial capacity.

The Company will not use employees excluded from the bargaining unit on such work to a greater extent than has been the practice in the past.

Sections 8 and 9.

Same as previous agreement.

Section 10. (a) When employees are absent from work because of disability due to sickness or noncompensable accident, and when such absences and their continuation are supported by acceptable medical evidence, part wage payments shall be made in accordance with the following terms and conditions:

Payments shall not be made when employees are absent from work be-

cause of disability due to sickness or injury caused by or as a result of the employee's own act or misconduct.

(b) All absences shall be considered as starting with the loss of the first day on which the employee was scheduled to work.

(c) (1) An employee will qualify for payments under this Section 10 if, at the onset of his disability:

(a) The Company's employment records show that he has one year's accumulated or one year's continuous service; and

(b) He is accumulating service as defined in Section 14;

subject to the provisions of the following subparagraph (c) (2).

(2) An employee will not qualify for payments under subparagraph (c) (1) above if at any time prior to the onset of his disability, he:

(a) Had been discharged for cause;

(b) Had quit;

(c) Had been in a layoff status in excess of 180 working days;

(d) Had failed to return to work for the Company when recalled to work in accordance with the seniority provisions of this or any previous Master Agreement;

unless at the onset of his disability he has one year of accumulated or one year of continuous service, which was acquired subsequent to absences mentioned in (a), (b), (c), and (d) of this subparagraph (c) (2).

(d) Waiting period-- One (1) through four (4) years of either accumulated or continuous service, whichever is the more favorable to the employee -- seven (7) consecutive calendar days. Five (5) years or more of accumulated or continuous service, whichever is the more favorable to the employee -- none.

(e) Amount of payment-- One-half wages computed on the basis of a forty-hour week or, in the case of employees who have a basic work week either greater or less than forty (40) hours, one-half wages computed on the basis of such basic work week. For absen-

ces of less than a full work week, daily payments will be based on one-sixth of said one-half wages computed as aforesaid.

(f) Extent of payments-- Two (2) weeks at one-half wages for each year of accumulated service or of continuous service, whichever is the more favorable to the employee, for any one absence reduced by the payments made for other absences during the twelve (12) months immediately preceding the onset of the current absence. In case of disability due to pregnancy, such payments will be limited to a maximum of eight (8) weeks.

(g) No employee shall be eligible for benefits under this section unless he notifies the Company promptly when he is unable to report for work.

(h) It is agreed that it is the purpose of this section to provide income for employees who qualify hereunder only for a period or periods of time when they are physically unable to work.

(i) At the onset of any disability, an employee will be transferred from the active payroll to the applicable benefit payroll. Benefits to which an employee may be entitled hereunder are determined by his service and status at the onset of the disability.

(j) In case any sickness or noncompensable accident benefit payments, lesser in amount or duration than those payable under this subparagraph, are provided for by state or federal laws, it is understood that the difference only, if any, between such state or federally provided payments and the amount the employee is entitled to under this sickness or noncompensable accident payment plan will be payable. If such state or federally provided payments are greater than those payable under this subsection, no payments shall be made under this subparagraph.

Sections 11 and 12:

Same as previous agreement.

Section 13. The duly authorized Union representative shall have the right to visit the departments of the plant in company with the superintendent of the plant or his representatives for the purpose of observing the operations that have been added or changed.

Section 14. An employee shall accumulate service for the purposes of Sections 10 and 15 of Article V and of Article IX except:

- (a) After he has been discharged or laid off, or has quit or has been otherwise separated from the Company's employ;
- (b) While he is on strike;
- (c) While he is on leave of absence;
- (d) While he is absent because of disability due to sickness or accident;
- (e) While he is on vacation;
- (f) While he is in the armed forces of the United States.

Time on vacation, time absent because of disability due to sickness or accident, time spent in the armed forces of the United States by an employee restored to employment under Section 2, Article II (Military Clause), and time spent in the armed forces of the United States while on leave of absence granted for such purpose will be added to an employee's service for the aforesaid purposes upon his return to work.

Section 15. (a) When paid.

Separation allowances shall be paid to employees having one or more years of continuous service who are permanently dropped from the service because of a reduction in forces arising out of the closing of a department or unit of the business and when it is not expected that they will be re-employed.

(b) When not paid.

Separation allowances are not paid:

- (1) To employees with less than one year's continuous service;
- (2) To employees laid off in gang reductions;
- (3) In cases where the employee was discharged for cause;
- (4) In cases of voluntary resignation;
- (5) In cases of employees retired on pension;
- (6) To employees who refuse an offer of employment by the Company.

(c) Method of computing separation allowances.

The following schedule is to be used in computing the number of weeks' pay according to the years of continuous service. Payments are to be computed on the basis of forty (40) hours per week or the employee's basic work week if different at his regular rate of pay.

<u>Years of Continuous Service</u>	<u>Weeks of Pay</u>
1	1
2	1½
3	2
4	2½
5	3
6	3½
7	4
8	5
9	6
10	7
11 and over, add to	7½
1½ weeks' pay for each year of continuous service above ten years.	

Example:

12 years of continuous service:

First 10 years'

continuous service 7½ weeks' pay

Service over 10 years

(12-10) or 2 x 1½ 3 weeks' pay

Total Separation

Allowance 10½ weeks' pay

To the separation allowance computed as per the example, add vacation pay for the current calendar year if the employee has qualified for but not taken such vacation.

(d) Payments.

The amount due under the policy shall be paid as follows:

- (1) If less than the equivalent of four weeks' pay -- in one lump sum.

- (2) Amounts over a total of four (4) weeks' pay -- weekly installments of full wages until the total amount is exhausted. The employee may, at his option, elect to receive such amount in a shorter period of time or in one lump sum.
- (3) In the event of death, any unpaid balance shall be paid to the widow or dependents.

ARTICLE VI

Seniority

Section 1.

Same as previous agreement.

Section 2. Department and plant seniority of each employee shall remain as heretofore agreed upon. The department seniority of each employee shall be posted in the seniority department. A list of all employees in the bargaining unit according to their plant seniority will be posted in not to exceed three (3) conspicuous places at the local plant, as agreed upon between the local plant superintendent and the Local Union. Such lists shall be revised and brought up to date every thirty (30) days. The question of whether new departments created by the Company shall be included in existing seniority departments or shall constitute separate seniority departments shall be determined by agreement with the Local Union.

Section 3. Transfers are made:

- (a) As a result of gang reduction. An employee in this case having plant seniority shall have the right to displace the employee in the plant with the least plant service, provided he is qualified to perform such job, or to go off the payroll. If he is not qualified to perform the job of such junior employee because that job is a semiskilled or skilled job, then he shall have the right to displace the employee in the plant with the least plant service who is performing a job paying the unskilled labor rate, provided such employee is junior to him, or to go off the payroll.

- (b) As a result of promotion or some other reason or necessity of the business, an employe is moved from one department to another. This is known as a "department transfer" and may be either "permanent" or "temporary". A permanent transfer requires the agreement of the employe in writing; otherwise it is temporary.
- (c) Temporarily for a period not in excess of six (6) months unless otherwise agreed upon in writing between the Company and the Union.

Sections 4 and 5.

Same as previous agreement.

Section 6. (a) Promotions shall be made according to department seniority, provided the employe can do the work. The foreman shall advise the department steward of any vacancy and state who is being assigned to the job.

(b) If, in the case of gangs who work both day and night, an employe in the night gang desires to be assigned to a job in the day gang or an employe in the day gang wishes to be assigned to a job in the night gang, he may file with the foreman of the department a written request that he be so assigned. When a vacancy occurs, the employe with the most department seniority who has so requested assignment from the day gang to the night gang or from the night gang to the day gang, shall be assigned to the job, provided he has more department seniority than the employe to whom the job would normally be given under the provisions of subsection (a) above, and provided he can perform the job. The provisions of this subsection (b) do not apply to employes engaged in continuous operations who eat lunch on the job on company time.

Sections 7 and 8.

Same as previous agreement.

Section 9. The seniority of an employe shall be considered broken, all rights forfeited, and there is no obligation to re-hire when he:

- (a) Voluntarily leaves the service of the Company or is discharged for cause.
- (b) Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. In increasing working forces according to seniority, employes laid off will be notified by the present method of contact, or by telegram, or regis-

tered letter, at their last known address; and they will be expected to report as directed. Failure to do so shall forfeit their seniority rights. However, in cases of inability to do so and upon immediate notification to the Company of this fact, they will be given five (5) additional days. Employees who are unable to report within this five (5) day period, because of sickness or accident, will be given additional time within which to report, such time not to exceed the period that such disability, as shown by acceptable medical evidence, prevents their return to work.

- (c) Has been out of employment by the Company for a period of twelve (12) months or longer.

ARTICLE VII

Wages

Section 1. (a) The existing two and one-half (2½) cents per hour spread between the authorized wage rates for the various job classifications now in effect in the bargaining units covered by this Master Agreement is hereby increased to three (3) cents per hour.

(b) As adjusted in subparagraph (a) above, the authorized wage rates shown in the Company's wage rate schedules for the various job classifications shall continue in effect either until the termination of this agreement or until the re-opening of this agreement on the matter of a general wage adjustment in accordance with the provisions of Section 3, Article XI (Term Clause), which ever occurs first.

(c) The foreman shall inform the Union steward of any rates which may be established by the Company covering new jobs. As soon as practicable, the Company will furnish the Union with a new, up-to-date wage rate schedule for each bargaining unit covered by this agreement. For the purpose of this subsection (c), a new job is defined as a job for which no rate is set forth in said wage rate schedule. Upon request by the Local Union representatives, the plant superintendent will negotiate concerning such rates. If an agreement is reached locally on such rates, it will be subject to ratification by the national headquarters of the Union and the General Superintendent of the Company. If no agreement is reached locally, the question may be referred by either local party to its respective national headquarters for negotiation at that level.

Section 2:

Same as previous agreement.

Section 3. (a) When a production standard is set and approved for use, the Company shall continue its practice of guaranteeing that there shall be no change in the standard unless:

- (1) It is found that through error insufficient credit is being given, in which case immediate correction shall be made; or
- (2) The operation is changed so that the amount of work required to perform the job is changed, in which case a time study shall be made and a proper standard set covering the new method.

(b) In no case shall an approved standard be reduced where there is no change in the job. When a standard is changed under (a) (2) above, it is understood that except in cases of errors in the previous standard, the new standard will permit the same opportunity for earning premium as existed under the original standard.

(c) When any changes in standards are made or when standards are applied to a new operation, the foreman shall inform the employe Union official in the plant designated for that department of the new production standards. When an operation is to be time studied, the foreman will inform the operators of that fact.

(d) It is understood and agreed that in the case of grievances involving production standards the arbitrator, under Article III, shall be limited in his decision to a finding that the Company has changed or failed to change a particular standard in violation of subparagraphs (a) (1) and (2) and (b) above. He shall have no power by his award to establish, discontinue, or change any production standard.

(e) When an operator is assigned during part of a work day to work which is not his regular job or not one of his regular jobs, a record of the time and production spent on his regular work will be made. Any premium earned that day on his regular job or regular jobs will be protected against loss because of output of less than sixty (60) work units per hour on such assigned work, unless in the justified opinion of the Company such lower output is due to the unwillingness of such employe to produce.

Section 4: An employe shall have one rate of pay under this Master Agreement, which shall be the rate of the highest rated job to which he is regularly assigned. It is understood that for hours worked temporarily on a job not his regular assignment, and for only such hours, an employe may be entitled to a higher rate by virtue of Section 4, Article V.

ARTICLE VIII

Section 1. It is agreed that a total of twelve (12) minutes per day is a fair and reasonable time for the changing of clothes before and after work which is to be paid to each employe in the bargaining units at each plant, and that such time for all purposes under the Master Agreement, except as provided for in Article V, Section 1, of this agreement. Such time shall be paid for in accordance with the following schedule, which shall apply to the work week:

Employees working	1 day:	1/4 hour
"	" 2 days:	1/2 "
"	" 3 "	3/4 "
"	" 4 "	3/4 "
"	" 5 "	1 "
"	" 6 "	1-1/4 hours
"	" 7 "	1-1/2 "

Holidays on which no work is performed shall not be considered as days of work for the purpose of this section.

Sections 2, 3 and 4.

Same as previous agreement.

ARTICLE IX

Vacations

Sections 1 and 2.

Same as previous agreement.

Section 3. (a) Subsequent Vacations -- An employe who has received his (or her) first vacation is thereafter eligible to receive subsequent annual vacations as follows:

- (1) Any time on or after January 1, providing his service since receiving his last vacation has been continuous and he is currently being carried on the active payroll.

OR

- (2) On that date in the calendar year, following the year in which the employee received his last vacation, by which the employee has either:

- (a) Completed 365 calendar days of accumulated service without having been off the payroll for more consecutive days than thirty (30) Sundays and holidays included, while accumulating this credit for service, and provided he is on that date being carried on the active payroll;

OR

- (b) During the preceding 365 days completed 300 calendar days on the payroll.

(b) Length of Vacation -- The length of a vacation will depend upon either the employee's accumulated service or upon the number of vacations for which the employee has previously qualified, which ever is more favorable to the employee, as follows:

ONE week vacation annually commencing with the first vacation for which the employee qualifies.

TWO weeks' vacation annually commencing with the fifth vacation for which the employee qualifies, or after five (5) years' accumulated service.

THREE weeks' vacation annually commencing with the fifteenth vacation for which the employee qualifies, or after fifteen (15) years' accumulated service.

For the purpose of this subparagraph (b), a person restored to employment under Section 2 of Article II shall be considered to have had one vacation for each complete calendar year that he was out of the employment of the Company, excluding the year in which he left and the year in which he returned.

Section 4. Employees who have qualified for a vacation in a particular year and who will presumably qualify for an additional week's vacation for the first time during that year, may take their vaca-

tion including such additional week at any time during the year in which the required service will presumably be completed subject to the provisions of Section 9.

Section 5. Vacation Pay -- Pay for the vacation periods shall be computed on the basis of the employee's regular rate of pay with applicable overtime for the average weekly hours worked during the four (4) full weeks immediately preceding the date of the vacation. In no event shall employees receive less than forty (40) hours' pay at their regular rate of pay for each week of vacation except employees having a normal work week of more or less than forty (40) hours, in which case such employees shall be paid for such normal hours at their regular rate of pay plus any applicable overtime.

Section 6. Employees who:

- (a) Become eligible for a first vacation while absent due to a disability, or
- (b) Having qualified for a vacation, become disabled prior to having received their vacation,

may upon request to the Company receive their vacation pay. It is understood, however, that both vacation pay and payment for disability will not be made for the same period of time.

Section 7. If an employee leaves the service for any reason and is later re-employed, he will be given credit for the accumulated service which he had at the time he so left the service for the purpose of determining the length of vacation to which he is entitled under Section 3 (b).

Section 8. Vacations will, as far as possible, be granted for the period selected by the employee, but final allocation of vacation periods is left to the Company in order to assure orderly operation of the plant. Every reasonable effort will be made to permit each employee to take his vacation between May 1 and October 1. In the choice of vacation dates, department seniority shall prevail.

Section 9. Vacations will be granted only in the year in which they are due and may not be carried over to the following year. If, however, due to some emergency, an employee is not permitted to take his vacation during the year in which it is due, he shall have the right to take it in the ensuing year.

Section 10. Employees entitled to vacations will not be allowed to take money in lieu thereof.

Section 11. An employee eligible for vacation who quits or is laid off because of reduction in his gang, shall be allowed pay for the vacation for which he had qualified.

Section 12. (a) Unexercised vacation privileges are forfeited if an employee is discharged from service for cause.

(b) Employees are entitled to receive their vacation pay at the beginning of the vacation period of so desired.

Section 13. The provisions of this Article IX shall become effective as of January 1, 1950. The provisions of Article IX of the Master Agreement between the Company and the Union dated July 2, 1948, shall remain in effect through December 31, 1949.

ARTICLE X

Management

Same as previous agreement.

ARTICLE XI

Section 1.

Same as previous agreement.

Section 2. Any working condition now in effect shall remain in effect unless changed by collective bargaining only if:

- (a) It is not within the exclusive province of the Company under Article X hereof, and
- (b) It is not covered by this agreement, either generally or specifically.

Section 3. (a) The provisions of Article IX hereof shall take effect as of January 1, 1950. The provisions of Sections 1 (a) and 4 of Article VII and of Section 10, Article V hereof shall take effect as of September 12, 1949. The remaining provisions of this Master Agreement shall take effect as of October 24, 1949, and shall remain in effect until August 11, 1950, and from year to year thereafter; provided, however, that this agreement may be terminated on August 11, 1950, or on August 11 of any year thereafter, by either party on written notice mailed to the

Company at its General Office or to the Union at its national headquarters at least sixty (60) days prior to August 11, 1950, or prior to August 11 of any year thereafter.

(b) This Master Agreement may be re-opened by either party solely on the issue of a general wage adjustment under Section 1 (b), Article VII (excluding any and all other adjustments or changes to this contract of any kind whatsoever) once during the period from February 15, 1950, to August 11, 1950 (but not during any subsequent year that this contract may be in effect), by written notice mailed as above set forth thirty (30) days prior to the date on which it is desired to commence negotiations.

EXHIBIT F

SWIFT AND COMPANY MASTER AGREEMENT
WITH
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA (A.F.L.)
(8/11/50 to 8/11/52)

ARTICLE I

Same as previous agreement.

ARTICLE II

Same as previous agreement.

ARTICLE III

Grievance Procedure

Section 1.

Same as previous agreement.

Section 2.

Same as previous agreement except "Fifth":

Fifth: If not settled in the fourth step, then either party may refer the grievance to Ralph T. Seward, as arbitrator, whose decision shall be final and binding upon the parties.

Sections 3. 4 and 5.

Same as previous agreement.

ARTICLE IV

Working Hours -- Overtime

Section 1. The basic work day will be eight (8) hours. The basic work week will be forty (40) hours. If in the opinion of the Company it becomes necessary for employees to work longer than eight (8) hours in one day or forty (40) hours in one week, the employees shall do so. The Company agrees to use every reasonable effort to schedule operations so that employees will work as close to a min-

imum of forty (40) hours a week as is practicable.

Balance -- Same as previous agreement.

Section 2. (a) The following shall be considered as holidays except that where one of said holidays falls on Sunday, such holiday shall be observed on the following Monday if so nationally observed: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day.

(b) By agreement, it will be permissible for a holiday of local importance to be substituted for one (1) or more of the above-mentioned holidays. Pursuant to the provisions of this section, Pioneer Day is substituted for Washington's Birthday for the employees in the bargaining unit at Ogden, Utah, and Oregon Trail Day is substituted for Washington's Birthday by the employees in the bargaining unit at Scottsbluff, Nebraska.

(c), (d), (e), (f), (g), (h), Same as previous agreement.

(1) The regular work week shall start with Monday and end with Sunday in the bargaining units in the Company's meat packing plants covered by this agreement.

Sections 3, 4, and 5.

Same as previous agreement.

Section 6. There shall be established equal distribution of work hours available for all regular employees within each gang as far as practicable. This does not obligate the Company to give all employees in a gang the same number of hours of work per week, but the hours of work within the gang shall be equalized over a period of time to the extent practicable. The local superintendent and the Local Union will bargain collectively in an attempt to reach an agreement as to what shall constitute gangs for the purposes of this Section 6 only. Unless and until such agreement is reached, the work hours available shall be distributed within each seniority department as set forth above rather than within each gang.

ARTICLE V

Shop Conditions

Section 1.

Same as previous agreement.

Section 2. The practice now in effect at each plant as to relief period or spell-out time will be continued unless as a result of collective bargaining between the Local Union and the local superintendent, such practice shall be changed.

Sections 3, 4, 5, 6, 7, 8 and 9.

Same as previous agreement.

Section 10.

(a), (b), (c), Same as previous agreement.

(d) Waiting period -- Less than five (5) years of either accumulated or continuous service -- seven (7) consecutive calendar days. Five (5) years or more of either accumulated or continuous service -- none.

Balance -- Same as previous agreement.

Sections 11, 12 and 13.

Same as previous agreement.

Section 14. An employe shall accumulate service for the purposes of Sections 10, 11, and 15 of Article V and of Article IX except:

Balance -- Same as previous agreement.

Section 15.

Same as previous agreement.

ARTICLE VI

Seniority

Section 1. (a) Seniority shall be determined by length of service on the plant and in the department. There shall be separate plant and department seniority lists for male and female employes.

- (b) - An employe shall have no plant seniority until he has one (1) year's seniority.

Sections 2, 3, 4, 5, and 6.

Same as previous agreement.

Section 7. (a) Employes, when transferred from one department to another within the bargaining unit, shall continue to accumulate service for seniority purposes in the department from which they were transferred until the transfer becomes permanent. In the case of a permanent transfer, time spent in the new department up to six (6) months before the transfer becomes permanent, will be credited in the new department in determining department seniority.

- (b) Same as previous agreement.

Section 8. An employe shall not acquire any seniority rights until he has accumulated forty (40) days of service. Where an employe works in two (2) or more seniority departments while accumulating such service, he shall have department seniority in only that seniority department in which he is regularly assigned on the date on which he completes such service. Upon accumulating such service, his seniority shall commence with that date which is (40) days prior to the date on which he accumulated such service.

Section 9.

Same as previous agreement.

ARTICLE VII

Wages

Section 1. (a) The authorized wage rates shown in the Company's wage rate schedules for the various job classifications, shall be increased by eleven (11) cents per hour.

(b) Notwithstanding the provisions of subparagraph (a) above, any employe who is being paid a rate more than two (2) cents in excess of the authorized wage rate shown in the Company's wage rate schedules for his job classification, shall receive an increase of nine (9) cents per hour.

(e) As so adjusted or as changed in accordance with the provisions of Article XI, Section 3 (Term Clause), the authorized wage rates shown in the Company's wage rate schedules for the various job classifications, shall continue in effect either until the termination of this agreement or until a reopening of this agreement pursuant to the provisions of Article XI, Section 3 (Term Clause), which ever occurs first.

(d) The foreman shall inform the Union Steward of any rates which may be established by the Company covering new jobs. For the purpose of this subsection (d), a new job is defined as a job for which no rate is set forth in said wage rate schedule. Upon request by the Local Union representatives, the plant superintendent will negotiate concerning such rates. If an agreement is reached locally on such rates, it will be subject to ratification by the national headquarters of the Union and the General Superintendent of the Company. If no agreement is reached locally, the question may be referred by either local party to its respective national headquarters for negotiation at that level. Where an agreement has been reached and ratified on a particular rate, the Company will furnish to the Union new pages for the wage rate schedule wherein such rates are listed.

Sections 2 and 3.

Same as previous agreement.

Section 4. For the purposes of this Master Agreement, an employee's regular rate of pay shall be the authorized rate of his highest rated regular assignment. In the case of an employee being paid a learner's rate, such learner's rate shall be deemed the authorized rate of the job for the purposes of this Section 4. An employee shall be paid at such regular rate of pay for all hours worked by him while he has such regular assignment, except that for hours worked on a temporary assignment, and for only such hours, he may be entitled to a higher rate of pay under the provisions of Section 4, Article V.

ARTICLE VIII

Same as previous agreement.

ARTICLE IX

Vacations

Sections 1, 2, 3, and 4.

Same as previous agreement.

Section 5. Vacation Pay -- Pay for the vacation periods shall be computed on the basis of the employee's regular rate of pay with applicable overtime for the number of hours he would have worked had he not been on vacation. In determining the number of hours he would have so worked, the following standards shall be applied:

- First: If the employee is in a gang using gang time, gang time shall be taken.
- Second: If in a gang or department not on gang time, then the number of hours worked by the employee who replaced the vacationing employee.
- Third: If the first or second step mentioned above is not practicable, then the average weekly hours worked by the vacationing employee for the four (4) full weeks immediately preceding the date of the vacation.

In no event shall employees receive less than forty (40) hours' pay at their regular rate of pay for each week of vacation except employees having a normal work week of more or less than forty (40) hours, in which case such employees shall be paid not less than such normal hours at their regular rate of pay plus any applicable overtime.

Sections 6, 7, 8, 9, 10, 11, and 12.

Same as previous agreement.

ARTICLE X

Management

Same as previous agreement.

ARTICLE XI

Sections 1 and 2.

Same as previous agreement.

Section 3: (a) The provisions of this Master Agreement shall take effect as of August 11, 1950, and shall remain in effect until August 11, 1952, and from year to year thereafter; provided, however, that this agreement may be terminated on August 11, 1952, or on August 11 of any year thereafter, by either party on written notice mailed to the Company at its General Office or to the Union at its national headquarters at least sixty (60) days prior to August 11, 1952, or prior to August 11 of any year thereafter.

(b) This Master Agreement may be re-opened by either party solely on the issue of a general adjustment in wage rates under Section 1 (b) of Article VII (excluding any and all other adjustments to this contract of any kind whatsoever) once during the period from February 11, 1951, to August 11, 1951, and once during the period from February 11, 1952, to August 11, 1952 (but not during any subsequent year that this contract may be in effect), by written notice mailed as above set forth thirty (30) days prior to the date on which it is desired to commence negotiations.

(c) This Master Agreement may be re-opened by either party as of but not later than August 11, 1951 (but not during any subsequent year that this contract may be in effect), by written notice mailed as above set forth at least sixty (60) days prior to August 11, 1951. Negotiations pursuant to such re-opener shall be limited to the following subject matters only:

- (1) The issue of adjusting authorized wage rates for the various job classifications shown in the Company's wage rate schedules; and
- (2) Subject matters which meet both of the following requirements:
 - a. They involve additional cost to the Company; and
 - b. They are not subject matters named in or covered by this Master Agreement;

provided, however, that the issues of pensions, pension plans, retirement plans, and insurance or equivalent benefits of all kinds, including but not limited to life, accident, disability, health, medical, surgical, and hospital insurance or benefits, shall not be subject to negotiation.

No subject matter whatsoever named in or covered by this Master Agreement other than as set forth in subsection (c) (1) above, shall be subject to negotiation pursuant to such re-opener.

EXHIBIT G

SWIFT AND COMPANY MASTER AGREEMENT
WITH
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA (A.F.L.)
(11/10/52 to 8/11/54)

ARTICLE I

Same as previous agreement.

ARTICLE II

Same as previous agreement.

ARTICLE III

Grievance Procedure

Section 1.

Same as previous agreement.

Section 2. Should differences arise between the Union or its members and the Company as to the meaning and application of the provisions of this agreement, there shall be no strike, slowdown, or stoppage of work, or suspension thereof on the part of the Union or its members employed by the Company, until after the following procedure has been exhausted:

FIRST: Same as previous agreement.

SECOND: " " " "

THIRD: If not settled in the second step, then the grievance committee of the Union, composed of not more than three (3) Union representatives, two (2) of whom shall be employees, shall meet with the designated committee appointed by the Company, not to exceed three (3) in number, including the superintendent of the plant or his representative, for the purpose of settling the grievance. If said committees fail to reach a decision, either the Company or the grievance committee may call witnesses from among employees in the plant for the purpose of

securing evidence pertinent to the grievance, provided this does not interfere with the orderly operation of the plant. If it is necessary for an employee serving as a witness to leave his job, the employee shall not leave his job without first securing permission to do so from his immediate supervisor.

Balance -- Same as previous agreement.

Sections 2, 3, 4, and 5.

Same as previous agreement.

ARTICLE IV

Working Hours -- Overtime

Section 1. (a) The basic work day will be eight (8) hours. The basic work week will be forty (40) hours. If in the opinion of the Company it becomes necessary for employees to work longer than eight (8) hours in one day or forty (40) hours in one week, the employees shall do so. The Company agrees to use every reasonable effort to schedule operations so that employees will work as close to a minimum of forty (40) hours a week as is practicable.

(b) (1) Double the regular rate of pay shall be paid for all hours worked on a holiday.

(2) Double the regular rate of pay shall be paid:

(a) For all hours worked on a Sunday unless the work regularly falls on Sunday; or

(b) For all hours worked on any day designated as the employee's day of rest where the work regularly falls on Sunday, provided that such day of rest falls on a day other than one of those set forth in Subparagraph (b) (1) above.

An employee's designated day of rest in lieu of Sunday shall be a consecutive 24-hour period selected by the Company starting at the same hour of the day as the employee's scheduled starting time on his last scheduled day of work prior to such designated day of rest. The day of rest so selected may be changed by the Company from time to

time provided that the employee is notified of any change during the work week prior to the work week in which the change is to take effect.

- (3) One and one-half (1-1/2) times the regular rate of pay (half time only in the case of weekly paid or salaried employees) shall be paid for hours worked on Saturday (except where Saturday falls on one of the days set forth in (b) (1) or (2) above), subject to the following:
- a. The provisions of this subparagraph (3) shall not apply to employees who are absent or who fail to work the hours as scheduled during the work week, without permission. An employee will be considered as being absent with permission only if he secures permission to be absent or if he is absent due to compensable accident or sickness or non-compensable accident, provided the employee meets the requirements of Article V, Section 10, of this agreement with respect to notification and acceptable medical evidence.
 - b. The provisions of this subparagraph (3) shall not apply:
 - (1) To casual employees.
 - (2) To newly hired employees in their first week of employment if their employment commenced after Monday of the work week.
 - (3) To shift operators. Shift operators are defined to be employees regularly assigned to work which is performed on a shift basis 24 hours each day for either six (6) or seven (7) days a week.
 - c. All employees referred to in subparagraph (3) b. (3) above, shall have a designated day in lieu of Saturday, and any work performed by such employees on such designated day will be paid for at one and one-half (1-1/2) times the regular rate of pay (half time only in the case of weekly paid or salaried employees) except where such designated day falls on one of the days set forth in Paragraph (b) (1) or (2) above. Such designated day shall be a consecutive 24-hour period selected by the

Company starting at the same hour of the day as the employee's scheduled starting time on his last scheduled day of work preceding such designated day. The day so selected may be changed by the Company from time to time, including changes caused by the rotation of employees. The Company shall notify the employee of the day so selected. The day so selected may be changed by the Company from time to time, provided that the employee is notified of any such change during the work week in which the change is to take effect.

- d. For the purpose of this Section 1, Paragraph (b) (3), Saturday for employees other than those referred to in subparagraph b. (3) above shall be the consecutive 24-hour period starting on Saturday at the same hour of the day as the employee's scheduled starting time on his last scheduled work day prior to Saturday.
 - e. An employee (other than a shift operator, as defined in subparagraph b. (3) above), who has Saturday as a designated day of rest in lieu of Sunday, shall have a designated day in lieu of Saturday, and such employee shall be paid one and one-half (1-1/2) times his regular rate of pay for all work performed by him on such designated day; provided such designated day falls on a day other than one of those set forth in Paragraph (b) (1) or (2) above. Such designated day shall be selected by the Company and may be changed by the Company subject to the provisions set forth in subparagraph (3) c. above.
- (4) One and one-half times the regular rate of pay (half time only in the case of weekly paid or salaried employees) shall be paid for hours worked in excess of eight (8) on days other than those set forth in (b) (1), (2) and (3) above.
 - (5) One and one-half times the regular rate of pay shall be paid for hours worked in excess of forty (40) during a regular work week, exclusive of all hours worked on days set forth in (b) (1), (2) or (3) above.

- (6) Hours not worked on a holiday but which are paid for under Article IV, Section 2 (c) shall not be considered as hours worked for the purpose of this Section 1 (b).
- (7) After determining separately the compensation accruable under (b) (4) and (5), the greater amount only shall be paid, not both, in addition to the compensation payable under Subparagraphs (b) (1), (2) and (3) above.
- (8) In the case of truck drivers, only the provisions of (b) (1), (2), (3) and (5) above shall apply; provided that if at any plant an arrangement is in effect providing for the payment of daily overtime, such arrangement shall continue in effect subject to the provisions of Subparagraph (7) above.

Section 2. (a) The following shall be considered as holidays except that where one of said holidays falls on Sunday, such holiday shall be observed on the following Monday if so nationally observed: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day. The holiday shall consist of the twenty-four (24) hour period starting at 12:01 A.M. on the calendar day.

(b) Same as previous agreement.

(c) Pay for Holidays Not Worked.

- (1) All regular full-time employees (not including casual and part-time employees) on the payroll, shall be paid for eight (8) hours at their regular rate of pay for each of the holidays set forth in Section 2 (a) of this article, provided they report for work and work the hours as ordered on the day before and the day after the holiday. The purpose of the proviso in the preceding sentence is to discourage tardiness and absenteeism on the day before and the day after the holiday.
- (2) Four (4) hours' pay of the total pay provided for in Section 2 (c) (1) above shall apply as pay in computing the weekly guarantee covered by Article IV, Section 3, of this agreement.
- (3) Employees absent from work on account of sickness or accident on a holiday who are entitled to sickness and accident benefit payments under this agreement for the week in which the holiday occurs, or who, during such week, are in the waiting period provided for in Article

- V, Section 10 (d), shall be paid as provided for in Section 8 (e) (1) above less the amount actually paid under the sickness and accident benefit provisions of Article V, Section 10, for that day.

(4), (5), (6), and (7) -- Same as previous agreement.

(d) For the purposes of Section 1 (b) (2) of this Article (Overtime and Penalty Clause), work shall be deemed to fall regularly on Sunday where:

- (1) The work has been performed on four (4) consecutive Sundays by a gang, or by any portion of a gang, in which the particular employe performs a regular assignment; and
- (2) The Company has designated a day of rest for the particular employe in accordance with Article IV, Section 1 (b) (2) (b).

(e) For the purpose of this agreement: Sunday shall be twenty-four (24) hour period starting at 12:01 A.M. on Sunday.

(f) Same as previous agreement.

(g) Employees who are not assigned to work regularly performed on Sunday, will, when required to work on Sunday, be given that work in addition to their regular work for that week.

(h) The regular work week shall start with Monday and end with Sunday in the bargaining units in the Company's meat packing plants covered by this agreement.

Section 3. The Company guarantees to each regular full-time hourly paid employe (excluding thereby casual workers such as cured hide take-up, snow shovelers, supply unloaders, etc., and part-time employes whose normal work week is less than forty (40) hours) pay equivalent to thirty-six (36) hours of work at his regular rate of pay for each week at work for the Company, subject to the following rules for eligibility:

(a), (b), (c), (d), and (e) - Same as previous agreement.

(f) The application of this section shall be the same in holiday weeks as in other weeks, except that four (4) hours' pay for holidays not worked shall apply as pay in computing the weekly guarantee.

(g) The parties understand and agree that the foregoing guarantee provisions are based on pay and not on hours of work, and that the Company has fully complied with the provisions of this guarantee when an eligible employe has been paid a sum of money equal to his regular rate of pay for thirty-six (36) hours, including compensation paid to him in excess of his straight-time regular rate of pay for hours of productive work by operation of Paragraphs (b) (1), (2), and (4), and (c) of Section 1 (Holiday and Sunday Pay) of Article IV; Sections 4 (Call Out Guarantee) and 5 (Recall Guarantee) of Article IV; and of Section 1 (Clothes-changing Time) of Article VIII of this agreement; and including four (4) hours' pay of the total pay provided for in Article IV, Section 2 (c) (1) (Pay for holidays not worked) of this agreement.

(h) Same as previous agreement.

Sections 4 and 5

Same as previous agreement.

Section 6. There shall be established equal distribution of work hours available, in so far as is practicable, on the basis of gangs as agreed upon at each plant by representatives of the Local Union and the Company. A steward of the gang, as so agreed upon, shall have the opportunity to review with the foremen the Company's record on equalization of hours at least every thirty (30) days. This does not obligate the Company to give all employes the same number of hours per week. For purposes of this paragraph, a gang is defined to be any combination of employees agreed upon by the representatives of the Local Union and the Company. Agreements reached locally under this section shall be reduced to writing and signed by the plant superintendent or his authorized representative and an authorized representative of the Local Union. Copies of each such agreement shall be filed with the International Office of the Union and with the General Superintendent's Office of the Company.

ARTICLE V

Shop Conditions

Sections 1, 2 and 3.

Same as previous agreement.

Section 4. When an employe is temporarily required to fill a job paying a higher rate of pay, the employe shall receive the higher rate; provided, however, that if such job is a combination job (a combination job being a job in which the work is covered by two or more job classifications and is performed in the same work cycle) the employe shall be paid for the hours worked on such combination job at the authorized rate for the highest rated job in such combination. If an employe is required to temporarily fill a job paying a lower rate, his rate shall not be changed.

Sections 5 and 6.

Same as previous agreement.

Section 7. (a) No employe outside of the bargaining unit will be used on work of the same nature as that performed by employes in the bargaining unit except as follows:

- (1) For the purposes of breaking in new operators or operators on a new job, and instructing operators;
- (2) For the purpose of preventing blockage or other interruption in the even flow of work in any emergencies or for the purpose of taking an operator's place in such cases as failure to show up for work or who had to be relieved due to injury or sickness or who, for other reasons, is temporarily absent from the job;
- (3) In locations which are isolated or gangs which are not sufficiently large to justify the full time use of a supervisor or managerial employe and only if it has been the practice in the past to use such part-time employe.

The Company will not use employes excluded from the bargaining unit on such work to a greater extent than has been the practice in the past.

(b) The Company agrees that it will, during the term of this Master Agreement, study the situations in which employes excluded from the bargaining unit are doing work of a nature performed by employes in the bargaining unit and will attempt to reduce the amount of such work so performed.

(c) The Company also agrees that any subsequent Master Agreement between the Company and the Union will not include sub-

paragraph (a) (3) above or the last sentence of said subparagraph (a) above, provided that the Company and the Union are able to agree upon a satisfactory solution of situations in which the Company finds that it is not practicable to limit the amount of such work performed by employees outside the bargaining unit to the extent required by subparagraphs (a) (1) and (a) (2) above.

Section 8. (a) Employees, not to exceed three (3) from any one plant, who are elected or appointed to a full-time position with the Union, upon fifteen (15) days' notice, shall be granted a leave of absence, without pay, not to exceed the life of this agreement; and upon one (1) week's notice, received by the Company prior to the expiration of this agreement, of their desire to return again to work for the Company, shall be placed upon either their job previously held or one of equal pay (the Company's discretion which) without loss of seniority or vacation rights and provided they are capable of performing the work. It is understood that no such employee will be granted a vacation or vacation pay while in the service of the Union on such leave of absence, and if absent more than six (6) months during any calendar year, shall forfeit all unexercised vacation rights for that year.

(b) Employees, not exceeding a number agreed upon by the Company and the Local Union representatives at each plant, chosen by the Union to attend Union conventions, conferences, and meetings called for the purpose of transacting Union business outside the plant, shall, upon proper notice to the Company, be granted leave of absence without pay not exceeding fifteen (15) days.

Section 9.

Same as previous agreement.

Section 10. (a), (b), (c), and (d).

Same as previous agreement.

(e) Amount of payment -- One-half wages computed on the basis of a forty (40) hour work week at the employee's regular rate of pay or, in the case of employees who have a basic work week either greater or less than forty (40) hours, one-half wages computed on the basis of such basic work week at the employee's regular rate of pay. For absences less than a full work week, payments will be made equal to that percentage of said one-half (1/2) wages computed as aforesaid which the days the employees were absent that week are of the number of days in his normal work week.

(f), (g), (h), (i) -- Same as previous agreement.

(j) (1) In case any sickness or non-compensable accident benefit payments, lesser in amount or duration than those payable under this section, are provided for by state or federal laws, it is understood that the difference only, if any, between such state or federally provided payments and the amount the employee is entitled to under this sickness or non-compensable accident payment plan will be payable. If such state or federally provided payments are greater than those payable under this section, no payments shall be made under this section.

(2) Upon enactment of any state or federal law providing for or requiring sickness or non-compensable accident benefit payments for employees covered by this Master Agreement, either party will, at the request of the other, meet and negotiate concerning the application of this section to employees covered by such state or federal law. Unless changed as the result of such negotiations, subparagraph (j) (1) above shall continue to apply.

Section 11. (a) Leave of absence (without pay) beyond regular vacation to which an employee is entitled, may be granted for good and sufficient reason, on the basis of the length of continuous service as follows:

<u>Length of Service</u>	<u>Leave of Absence</u>
Under 5 years	2 weeks
Over 5 and under 10 years	1 month
Over 10 and under 15 years	2 months
Over 15 years	3 months

Leave of absence will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for himself.

(b) When an employee is absent from work to perform jury service, the company will pay him his regular rate of pay, with applicable overtime, for each hour of such absence, less jury fees received by him for performing such service.

Section 12. The Company will continue in effect the present practice at its respective meat packing plants of laundering or making minor repairs to the employees' outer work clothes.

Section 13.

Same as previous agreement.

Section 14. An employe shall accumulate service for the purposes of Sections 10, 11, and 15 of Article V, and of Article IX except:

- (a) After he has been discharged or laid off, or has quit or has been otherwise separated from the Company's employ;
- (b) While he is on strike;
- (c) While he is on leave of absence;
- (d) While he is absent because of disability due to sickness or accident;
- (e) While he is on vacation;
- (f) While he is in the armed forces of the United States. Time on vacation, time absent because of disability due to sickness or accident, time spent in the armed forces of the United States by an employe restored to employment under Section 2, Article II (Military Clause), and time spent in the armed forces of the United States while on leave of absence granted for such purpose, will be added to an employe's service for the aforesaid purposes upon his return to work.

Section 15.

Same as previous agreement.

Section 16. (a) There shall be joint Company-Union safety inspection committees at each plant composed of one employe representative, appointed by the Union, and one representative, appointed by the Company. The number of such safety inspection committees shall be agreed upon locally at each plant between the local superintendent and the Local Union. Company and Union representatives shall be appointed to serve on such committees for a term of three (3) months. Meetings of such committees shall be scheduled at such times and in such manner as not to interfere with orderly operation of the plant.

(b) Such committees may recommend to the superintendent improvements in safety conditions in the plant and shall be informed what disposition is made of their recommendations. Each such committee may also investigate causes of accidents which occur in the section of the plant investigated by that particular committee and may make to the superintendent recommendations designed to prevent recurrences of such accidents.

Section 17. The Company shall furnish the following safety devices:

Safety Helmets	Wrist Guards
Mesh Guards	Goggles
Rubber Discs for Steels	
Knife Pouches	
Hook Pouches	
Respirators	
Needle Pouches	
Knife Boxes	
Leather Aprons	
Shoulder Pads	
Knife Guards	
Dust and Gas Masks	
Knee Pads	
Head Masks	
Boots for Cleaning Tank Cars and Sewers	
Safety Boots for Hog and Sheep Shacklers	
Rubber Gloves -- Wool House	
Pall Bearers' Gloves -- Small Gut Pullers	
Rubber Gloves (elbow length) -- Wet Hides	
Rubber Gloves (elbow length) -- Mould Washers, T.-R.M.	
Cotton Gloves wherever their use is necessary as a safety device	
Breast Puller Pads -- Sheep Kill	
Rain Coats -- Calf Washing	

Section 18. The Company agrees to furnish the following readily expendable tools:

Cold Chisels	Putty Knives
Files	Glass Cutters
Key Drifts	Pipe Wrench Jaws
Hack Saw Blades	Dies -- For Stock and Die
Star Drills	Reamers
File Brushes	Taps
Wire Brushes	Drills
Flashlight Batteries	Hose Tools
Flashlight Bulbs	Hammer Handles
Scrapers	Torch Lighters
Paint Brushes	Carborundum Cloth
Sponges	Sand Paper

6-ft. Folding Rulers, wherever the Company agrees that their use is necessary.

ARTICLE VI

Seniority

Sections 1. 2. 3. 4. and 5.

Same as previous agreement.

Section 6. (a) (1) Promotions shall be made according to department seniority, provided the employe can do the work. The foreman shall advise the department steward of any vacancy and state who is being assigned to the job.

(2) A job shall be deemed vacant for the purposes of this Article VI, Section 6 (a):

- a. When it is open by reason of re-arrangements within a gang necessitated by gang reduction or gang increase.
- b. When it is open because of permanent separation from the payroll of the regular holder of such job; or
- c. After the regular holder of such job has been absent for more than seven (7) consecutive calendar days.

In the case of c. above, upon the return to work of the regular holder of such job, the employe who filled it during the absence of such regular holder shall be returned to his former job. Except where a job is vacant as defined in this Article VI, Section 6, the Company may disregard seniority in filling such job. An assignment made, pursuant to the provisions of c. above, shall not be a regular assignment for the purpose of any of the provisions of this Master Agreement; provided, however, that if the regular holder of such job has been absent twenty-eight (28) consecutive calendar days, such assignment thereafter shall constitute a regular assignment for purposes of this Master Agreement.

(b) As to any employe, a promotion is involved only when the rate of the job classification in which the vacancy occurs is higher than the authorized rate of the highest rated job to which the employe is regularly assigned. Where an employe in the seniority department in which a vacancy occurs whose highest

rated regular assignment is to another job classification for which the authorized rate is the same as, or higher than, the authorized rate for the vacant job, and whose department seniority is greater than those of any employee eligible to be promoted to fill such vacancy, desires to be assigned to such vacant job and has stated such desire to the foreman in writing, the Company shall, wherever it is practicable to do so, assign such employee to the vacant job. If the Company does not assign such employee to the vacant job, the Union may process the matter as a grievance through all of the steps of the grievance procedure set forth in Section XIII of this agreement, and the arbitrator may, if he finds against the Company, direct that such employee be assigned to such job, but in no such event will the Company be under any financial liability whatsoever to any employee.

(c) If, in the case of gangs who work both day and night, an employee in the night gang desires to be assigned to a job in the day gang or an employee in the day gang wishes to be assigned to a job in the night gang, he may file with the foreman of the department a written request that he be so assigned. When a vacancy occurs, the employee with the most department seniority who has so requested assignment from the day gang to the night gang or from the night gang to the day gang, shall be assigned to the job; provided he has more department seniority than the employee to whom the job would normally be given under the provisions of subsection (a) above, and provided he can perform the job. The provisions of this subsection (c) do not apply to employees engaged in continuous operations who eat lunch on the job on company time.

Sections 7 and 8.

Same as previous agreement.

Section 9. The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Article VI to rehire when he:

Balance - Same as previous agreement.

ARTICLE VII

Section 1. (a) Wage rates now in effect shall be increased as provided in a supplemental agreement between the Company and the Union dated November 7, 1952.

(b) As so adjusted, or as changed in accordance with the provisions of Article XI, Section 3, of this Agreement, the authorized wage rates shown in the Company's wage rate schedules for the various job classifications shall continue in effect either until the termination of this Agreement or until a re-opening of this Agreement pursuant to the provisions of Article XI, Section 3, whichever occurs first.

(c) The foreman shall inform the Union Steward of any rates which may be established by the Company covering new jobs. For the purpose of this subsection (c), a new job is defined as a job for which no rate is set forth in said wage rate schedule. Upon request by the Local Union representatives, the plant superintendent will negotiate concerning such rates. If an agreement is reached locally on such rates, it will be subject to ratification by the national headquarters of the Union and the General Superintendent of the Company. If no agreement is reached locally, the question may be referred by either local party to its respective national headquarters for negotiation at that level. Where an agreement has been reached and ratified on a particular rate, the Company will furnish to the Union new pages for the wage rate schedule wherein such rates are listed.

Section 2. Nine (9) cents per hour additional compensation will be paid for work performed between the hours of 6:00 p.m. and 6:00 a.m., except in those plants where the regular starting time is after 7:00 a.m., in which case the additional compensation will be paid for the hours worked between 7:00 p.m. and 7:00 a.m.

Section 3. (a), (b), (c), (d), and (e).

Same as previous agreement.

(f) Standard premium earnings shall be computed on the basis of 100% of the applicable hourly rate.

Section 4.

Same as previous agreement.

ARTICLE VIII

Section 1. It is agreed that a total of twelve (12) minutes per day is a fair and reasonable time for the changing of clothes before and after work which is to be paid to each employe in the bargaining units at each plant, and that such time is to be con-

sidered as work time for all purposes under the Master Agreement, except as provided for in Article V, Section 1, of this agreement.

Holidays on which no work is performed shall not be considered as days of work for the purpose of this section.

Sections 2, 3, and 4.

Same as previous agreement.

ARTICLE IX

Vacations

Sections 1, 2, 3, and 4.

Same as previous agreement.

Section 5. Vacation Pay -- Pay for the vacation periods shall be computed on the basis of the employee's average earnings during the twelve (12) work weeks (excluding holiday weeks and weeks during which the employee did not work all scheduled hours) immediately preceding the beginning of the employee's vacation. Average earnings shall include all compensation received by the employee under this agreement except the clothing allowance provided for in Article VIII, Section 2, of this agreement. No employee shall receive less than forty (40) hours' pay, or if his normal number of hours per week are more or less than forty (40), such normal number of hours' pay at his regular rate of pay for each week of vacation.

Sections 6, 7, 8, 9, 10, 11, and 12.

Same as previous agreement.

ARTICLE X

Management

Same as previous agreement.

ARTICLE XI

Sections 1 and 2.

Same as previous agreement.

Section 3. (a) All of the provisions of this Master Agreement shall take effect as of November 10, 1952, except as otherwise provided in Paragraph 2 of a supplemental agreement dated November 7, 1952, between the Company and the Union and shall remain in effect until August 11, 1954, and from year to year thereafter; provided, however, that this agreement may be terminated on August 11, 1954, or on August 11 of any year thereafter by either party on written notice mailed to the Company at its general office or to the Union at its national headquarters at least sixty (60) days prior to August 11, 1954, or prior to August 11 of any year thereafter.

(b) This Master Agreement may be reopened by either party solely on the issue of a general adjustment in wage rates under Section 1 (b) of Article VII (excluding any and all other adjustments or changes in this contract of any kind whatsoever) once during the period from February 11, 1953, to August 11, 1953, and once during the period from February 11, 1954, to August 11, 1954 (but not during any subsequent year that this contract may be in effect), by written notice mailed as above set forth thirty (30) days prior to the date on which it is desired to commence negotiations.

(c) This Master Agreement may be reopened by either party as of but not later than August 11, 1953 (but not during any subsequent year that this contract may be in effect), by written notice mailed as above set forth at least sixty (60) days prior to August 11, 1953, solely on the following issues:

- (1) A general adjustment in wage rates under Section 1 (b) of Article VII, and
- (2) Hospitalization insurance, but excluding any and all other adjustments or changes in this contract of any other kind whatsoever.