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BUTCHERS' UNION OF GREATER NEW YORK  
AND NEW JERSEY — LOCAL NO. 174

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MEAT TRADE INSTITUTE, INC.

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WORKING AGREEMENT

*PORK STORES*

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THIS AGREEMENT, made the 16th day of June, 1961,

by and between .....

located at .....  
hereinafter called the Employer, and BUTCHERS UNION OF GREATER  
NEW YORK AND NEW JERSEY, Local 174, Amalgamated Meat Cutters  
and Butcher Workmen of North America, affiliated with the A.F.L.-  
C.I.O., hereinafter called the Union, governing the working hours,  
wages and all working conditions as hereinafter set forth.

WITNESSETH :

WHEREAS, the parties hereto are desirous of establishing and main-  
taining peaceful and harmonious labor conditions resulting from the  
entrance into this working agreement by the parties hereto mutually  
pledging cooperation and faith.

Now, THEREFORE, in consideration of the premises and covenants  
herein contained, the parties hereto agree as follows:

**ARTICLE 1**

**Union Recognition**

The Employer hereby recognizes the Union as the sole collective  
bargaining agent of all his employees in the job classifications set forth  
in Article 5 of this agreement.

**ARTICLE 2**

**Union Shop**

(a) It shall be a condition of employment that all employees of  
the Employer covered by this agreement, who are members of the  
Union in good standing on the signing of this agreement shall remain  
members in good standing and those who are not members on the

signing of this agreement shall, on or after the thirtieth day following the signing of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its signing, shall on or after the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

(b) In the event that new help is required, the Employer shall immediately notify the Union, and the Union shall have forty-eight (48) hours (exclusive of intervening Saturdays, Sundays or Holidays) within which to recommend from the open market the help so required.

(c) If, within a period of forty-eight (48) hours, the Union fails to recommend satisfactory employees to the Employer, then, at the expiration of such forty-eight (48) hour period the Employer shall have the option of seeking its help from the open market.

(d) Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on or in any way be affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select applicants for referral on the basis of experience in the industry, qualifications and skill, or Employer reference.

(e) The Employer at all times retains the right to reject any job applicant referred by the Union.

(f) The parties to this agreement shall keep posted in places where notices to employees and applicants for employment are customarily posted, copies of the above provisions, pertaining to hiring of new employees.

### **ARTICLE 3**

#### **Hours**

(a) Forty (40) hours in five (5) working days, Monday to Friday, shall constitute a standard work-week for all workers, excepting store-

tenders. However, in certain retail processing establishments a day off other than Saturday may be agreed upon. Nine (9) consecutive hours with one hour off for lunch shall constitute a day's work. All work performed after eight (8) working hours shall be considered as overtime and be paid for at the rate of time and a half.

(b) The day's work other than the work of storetenders shall commence not earlier than 6 A. M. on one day of the week and not earlier than 7 A. M. on the remaining days of the week. If the starting time in effect for such work at the employer's plant or any of its departments, on the effective date of this agreement, differs from said starting time, the starting time so in effect shall continue to be maintained and shall not be changed except on a permanent basis and as agreed between the employer and the Union. Employees required to start work before the plant's or department's regular starting time, as aforesaid, shall receive an early starting premium for the earlier time worked equal to one-half of the regular pay for such time.

(c) The lunch hour shall be not later than four (4) hours after starting time. There shall be a ten (10) minutes rest period during the first four (4) hours of work and a further ten (10) minutes rest period during the next three (3) or more hours of work of each work day. There shall be a third ten (10) minutes rest period on any work day when employees work an hour or more overtime.

(d) All knifemen should be allowed ten (10) minutes each work day during regular working time for sharpening of their knives.

(e) Any employee requested to report for work on any one work day shall receive a minimum of four (4) hours' pay for such day, even though he worked less than four (4) hours on such day.

(f) An Employee who is injured in the course of his regular employment and who as a result of such injury shall be unable to continue work for the remaining part of the day of such injury, shall receive eight (8) hours' straight time pay for such day, provided that he present to the Employer a certificate of a duly licensed physician who examined the injury that he was unable to continue work on that day because of said injury.

**ARTICLE 4**

**Holidays**

(a) Employees shall not be required to work on Sundays or the following holidays :

- |                       |                  |
|-----------------------|------------------|
| New Year's Day        | Labor Day        |
| Lincoln's Birthday    | Election Day     |
| Washington's Birthday | Veterans Day     |
| Decoration Day        | Thanksgiving Day |
| Independence Day      | Christmas Day    |
| Columbus Day          |                  |

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(b) Regular employees shall have each day of the said eleven (11) holidays off with pay at straight time provided that they have worked full time or have not been absent of their own volition during the calendar week in which the holiday occurs. These eleven (11) holidays shall be paid for even though they occur on a day which is ordinarily a non-working day. Employees on vacation when any of said holidays occur, shall receive holiday pay in addition to their vacation pay.

(c) Employees other than storetenders may be required to work on the days off preceding and following any of said paid holidays but shall be paid for such work at overtime rate. Any regular employee required to work on New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall receive pay at the rate of double time in addition to his day's holiday pay. Any regular employee required to work on any of the remaining five (5) of said eleven (11) paid holidays shall receive pay at the rate of time and a half (1½) in addition to his day's holiday pay.

(d) Employees absent because of illness or injury shall receive holiday pay for each of said paid holidays falling during the period immediately following the last day worked before such absence, as follows :

<u>Length of Service at Beginning of Absence</u>	<u>Maximum Period for Holiday Pay</u>
Over 30 days to 90 days .....	1 week
90 days to 1 year .....	1 month
1 year to 10 years .....	3 months
10 years to 15 years .....	5 months
15 years and over .....	6 months

(e) If the Employer should elect for religious reasons to close his establishment on a working day, which is a religious holiday but not one of said eleven (11) paid holidays, regular employees shall receive full pay for said day at straight time, provided that they have worked full time or have not been absent of their own volition during the calendar week in which the religious holiday occurs.

**ARTICLE 5**

**Wages**

(a) The minimum hourly wages shall be as follows :

<u>Male</u>	<u>Effective 6/16/61</u>	<u>Effective 6/12/62</u>	<u>Effective 6/16/63</u>
All around Butcher and Bologna Maker .....	\$2.94½	\$3.02	\$3.09½
Hammaker .....	2.87	2.94½	3.02
Butcher and Bologna Maker ....	2.77½	2.85	2.92½
Storetender .....	2.69½	2.77	2.84½
Helper .....	2.32	2.39½	2.47
Ice Box Man .....	2.94½	3.02	3.09½
Smoker .....	3.15	3.22½	3.30
Driver .....	2.92½	3.00	3.07½
Maintenance Mechanic A (licensed) .....	2.96	3.03½	3.11
Maintenance Mechanic B .....	2.87	2.94½	3.02
 <u>Female</u>			
Cashiers .....	—	—	—
Packers and Wrappers .....	—	—	—

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(b) There shall be no wage reduction in any case where employees receive higher wages than those provided for in this agreement.

(c) Any employee who, on June 15, 1961, received more than the minimum wage rate for his classification shall receive an increase of 10¢ per hour.

(d) On June 16, 1962, all employees, who immediately preceding said date shall have received more than the minimum wage rates for their respective classifications, shall receive an increase of seven and one-half cents per hour, and on June 16, 1963, all employees, who immediately preceding said date shall have received more than the minimum wage rates for their respective classifications, shall receive an increase of seven and one-half cents per hour.

(e) Extra help other than storetenders shall receive 10% more than the minimum wage rates hereinabove established.

(f) All regular employees shall be paid weekly, in cash, during working hours. Payday shall be the last day of the work-week. Wages of temporary employees shall be paid when the time of the engagement expires.

(g) Employees who are temporarily switched from a lower paid position to a higher paid position shall receive the higher rate of pay to which they are switched.

(h) No helper or laborer shall be permitted to handle any work of Butchers or Bologna-makers before it leaves the butchers, sausage or smoking rooms.

**ARTICLE 6**

**New Automation Machinery**

(a) In the event of introduction into the industry and use by the employer of new automation machinery differing substantially from the machinery used by the industry on the effective date of this agreement and resulting in new jobs for which no minimum wage rates have been provided in this agreement, the minimum wage rates for the employees operating such new machinery shall be separately agreed upon

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between the employer and the Union. In the event that the employer and the Union should be unable to agree on such rates, same shall be fixed by the Labor-Management Committee and the employer agrees to pay the rates so fixed as of the date when regular operation of such new machinery was commenced in his establishment.

(b) If the work of an employee in any of the afore-mentioned job classifications shall become mechanized as a result of introduction into the industry and use by the employer of new automation machinery of the kind hereinabove described and such employee be assigned to operate such new machinery, he shall be paid a wage rate at least equal to the rate which he received before the mechanization of his work.

## **ARTICLE 7**

### **Laundry**

The employer will supply and cause to be laundered, free of any charge to the employee, any uniforms or aprons which employees are customarily required to wear on the job. If so requested by the employer, each employee shall deposit with the employer the sum of \$1.00 to secure the return of the uniform or apron supplied, which amount will be returned to the employee upon the termination of his services and the return to the employer of the uniform or apron.

## **ARTICLE 8**

### **Check-Off of Union Dues**

(a) Subject to delivery by the Union to the employer of written irrevocable assignments duly signed by each employee as required by law, the employer will deduct from the wages of each employee and remit to the Union monthly, not later than the 15th day of each calendar month, the dues payable by such employee to the Union. Deductions from the wages of each employee other than a new non-Union employee shall be in the sum of \$5.00 per month and shall be made once monthly, on the second pay-day of each calendar month, except when such pay-

day falls during the paid vacation of the employee, in which case the deductions shall be made from the employee's advance vacation pay.

(b) No deductions shall be made from the wages of a new non-Union employee during the first thirty days of his or her employment. Deductions from the wages of such employee, during the first eight weeks following the expiration of said thirty-day period, shall be made weekly and shall be in the sum of \$13.25 during the first of said eight weeks and in the sum of \$10.25 per week during each of the remaining seven weeks and, after the expiration of said eight weeks period, shall be made monthly and shall be in the sum of \$5.00 per month, as in the case of other regular Union employees.

(c) The employer will also deduct from the wages of each employee and remit to the Union monthly, in addition to the amounts hereinbefore specified, such other and further dues as may hereafter be established by the Union and become payable to it by such employee, and of which written notice shall have been given by the Union to the employer.

(d) The employer will cause each monthly remittance to the Union to be accompanied by a full list of his employees, noting thereon employees added or removed from the list during the preceding month, the respective dates of such additions and removals and the reasons therefor, and, in the case of an added new non-Union employee, also the words "new, non-Union."

## **ARTICLE 9**

### **Storetenders**

(a) For storetenders forty (40) hours in five (5) days shall constitute a week's work. Starting time shall not be earlier than eight (8) A. M., and stopping time not later than six (6) P. M. There shall be one hour for lunch every day. As extra help, storetenders shall receive \$21.96 for 8 work hours on weekdays and \$26.30 for 9 work hours on Saturdays. Bolognamakers who are required to work as storetenders on Saturdays shall be paid at the rate of time and a half over and above the eight (8) hour work day, or in lieu of overtime pay may be given an extra day off during the first five days of the week.

(b) Storetenders shall be entitled to get each week at least two and one-half hours work at overtime pay. It is expressly understood and agreed, however, that said provision for such overtime is temporary and is made solely for the purpose of facilitating the adjustment of the work week of said employees to a forty hour basis at the minimum rate hereinabove fixed.

(c) Storetenders and Laborers are not allowed to do the work of any Packinghouseworkers, Bolognamaker or Hammaker. WR

## ARTICLE 10

### Division of Work

(a) The Employer agrees that, as far as practicable, the work shall be divided equally among all employees.

(b) There shall be no individual agreements between the Employer and any employee contrary to the provisions of this agreement, nor providing fixed wages which deprive workers of extra pay for overtime. Any such agreement or arrangement shall be considered a material breach by the employer going to the essence of this contract.

(c) Employees who have worked for the employer for over thirty days shall not be discharged except for just cause. If the Union disputes the justice of the discharge, the issue shall be arbitrated as hereafter provided. No employee shall leave his employer before the end of the week. If an employee shall become sick, the Employer shall re-employ him as soon as he shall recover from his sickness; provided that, when requested by the employer, the employee shall furnish the employer with a physician's certificate that he is fit to resume his employment.

## ARTICLE 11

### Vacations

(a) Any employee who has worked for his employer for at least one year shall be entitled to a vacation with pay in advance, during

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each year of employment thereafter, in accordance with the following schedule:

1st year .....	1 week	(38-39) - 03
2nd to 9th year .....	2 weeks	(42-43) - 05
10th to 19th year .....	3 weeks	(46-47) - 14
20th year, etc. ....	4 weeks	(50-51) - 22

(b) The Union shall furnish the Employer with a substitute to take the place of any employee during his vacation period if the Employer, at his option, so desires. Any employee about to take a vacation shall give to the Employer one week's notice in advance of the intended vacation. Such vacation shall be taken at a time mutually agreed upon between the employer and employee individually, but shall, as far as practicable, be taken between May 1st and September 30th.

(c) Vacation pay shall be at the rate of pay in effect at the time of employee's vacation.

(d) An employee entitled to three weeks' vacation shall take at least one of his vacation weeks during the slow period in the wintertime as fixed by the employer, and an employee entitled to four weeks vacation shall take at least two of his vacation weeks during the slow period in the wintertime as fixed by the employer.

(e) Employees discharged for stealing, or quitting before the end of any week or without at least forty-eight hours notice to the employer shall not be entitled to any vacation.

(f) Any employee who has worked only a portion of a year during which he would be entitled to a vacation in accordance with the above schedule, shall receive a vacation proportionate to the part of the year worked.

(g) Any employee who has worked for his employer six or more months and who shall be discharged or shall quit his employment before the termination of one year from the date of hiring, shall upon such discharge or termination of the employment, be entitled to three days' vacation pay.

**ARTICLE 12**

**Sick Leave**

(a) Employees whose employment commenced at any time before or on the first work day of any contract year shall during such contract year be entitled to 5 days sick leave with pay at straight time, and employees whose employment commenced after the first work day of any contract year shall, during such contract year, be entitled to paid sick leave proportionate to the part of the contract year worked, provided that no employee shall be entitled to paid sick leave during the first six months of his employment, and provided further that upon completion by a new employee of his first six months of continuous employment, his right to paid sick leave shall be retroactive as follows:

(1) If hired within the six months preceding the effective date of this agreement, his right to paid sick leave shall be retroactive to said effective date, and

(2) if hired after said effective date, his right to paid sick leave shall be retroactive to the date of his hiring.

(b) If an employee shall fail to take any part of the paid sick leave to which he is entitled during any contract year, he shall receive 8 hours pay at straight time for each day of such sick leave not taken. Pay for sick leave not taken during any contract year shall be at the employee's rate of pay in effect on the last work day of such contract year.

(c) An employee who has been employed for at least six months and whose employment is terminated during and before the end of any contract year shall, during such contract year, be entitled to paid sick leave proportionate to the part of the contract year worked. If such employee shall have already received paid sick leave in excess of the proportionate paid sick leave to which he is entitled, the excess paid sick leave shall be deducted from his last week's pay.

(d) An employee whose employment is terminated before the expiration of six months from the date of his hiring shall, upon such

termination of his employment, be entitled to paid sick leave proportionate to the part of the contract year or the parts of the contract years worked.

(e) Employees discharged for stealing, or quitting before the end of any week or without at least 48 hours notice to the employer, shall not be entitled to paid sick leave.

### **ARTICLE 13**

#### **Funeral Leave**

(a) In the event of his inability to report to work because of a death in his immediate family, a regular employee shall be allowed up to three days funeral leave with pay at straight time, provided that, if so requested, he shall submit to his employer a photostatic or certified copy of the official certificate of such death and satisfactory proof of the decedent's relationship to him.

(b) The term "immediate family", as used herein, shall mean a spouse, parents, children, brothers and sisters.

### **ARTICLE 14**

#### **Jury Duty**

Employees serving on jury duty shall be paid for each day of such service the difference between their jury fee and the scheduled minimum eight (8) hours pay for their job classification, provided that they present to the employer a letter or memorandum from the Court or Jury Clerk showing the total number of days served and the total jury fee received.

**ARTICLE 15****Leave of Absence**

(a) Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. Copy of such permission and schedule shall be sent to the Union. Leave of absence, without pay, may be granted for any good and sufficient personal reason other than pregnancy, at a time the employee may be spared, as follows:

<u>Service</u>	<u>Maximum Leave of Absence</u>
90 days to one year.....	2 weeks
1 year and over, but under 5 years.....	1 month
5 years and over, but under 10 years.....	2 months
10 years and over, but under 15 years.....	3 months
Over 15 years.....	4 months

(b) Leaves 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. Only one leave of absence will be granted during any calendar year and any absence pursuant to leave granted shall be chargeable to the employee against the maximum leave of absence to which he may be entitled during any of the above periods of years of service.

(c) PREGNANCY: Leave of absence, without pay, shall be granted a pregnant employee as follows:

<u>Service</u>	<u>Maximum Leave of Absence</u>
Under 5 months.....	None
Over 5 months and under 2 years.....	6 months
Over 2 years.....	1 year

Leave of absence due to pregnancy shall begin not later than five months after commencement of the pregnancy.

(d) If, at the time of commencement of a leave of absence for any of the above reasons, the employee shall not as yet have taken vacation

and the leave of absence is to begin or end between May 1st and September 30th, the leave of absence shall be combined with vacation as one continuous period of absence and the maximum period of the leave of absence pursuant to either of the above schedules shall be inclusive of vacation.

(e) An employee on leave of absence granted as herein-above provided shall retain full seniority rights. An employee overstaying a granted leave of absence shall lose all seniority rights, unless the overstay be due to inability to work because of proven sickness or injury and notice of such inability to work shall have been given to the Employer before the expiration of the leave of absence.

## ARTICLE 16

### Corporation or Partnership

If the Employer be or should become a corporation, this agreement affects all the workers in the Employer's business whether such workers be stockholders or not, and all such workers are included in the term "employee" as used in this agreement. Whether the Employer be an individual, or partnership, or a corporation, no one, however, connected with the Employer, shall be permitted to work more than the weekly number of hours provided for the members of the Union. Whether the Employer be a corporation or partnership, only one person having an ownership interest in the company shall be permitted to work in the manufacturing department of the Employer's business, and such person must be designated by the Employer at the signing of the contract. Working foremen shall not be permitted to do manual work for longer hours of labor than those provided for employees working under their supervision. All employees shall be Union members regardless of whether they are blood relations of the Employer, and in the case of the Employer being a corporation, whether such employees are blood relations of any officer or officers of the Corporation.



**ARTICLE 17****Successors and Assigns**

This agreement shall be binding upon the Company herein, and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer or assignment of the Company herein or by any change to any other form of business organization or by any change, geographical or otherwise, in the location of the Company herein. The Company agrees that it will not conclude any of the above transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form of business organization or ownership.

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**ARTICLE 18****Boning**

It is agreed by and between the parties that all boning shall be done in the Employer's shop, it being further agreed by and between the parties that in case of emergency boneless meats shall be purchased from shops where only Union labor is employed.

**ARTICLE 19****Union Visitation**

(a) The business agent or other representative of the Union shall have the right to enter any of the workrooms of the Employer during the time the establishment is open, for the purpose of investigation or for the purpose of discussing with the Employer, his employees, or any other persons, any complaint or any other matter affecting the relations between the Employer's employees and the Union.

(b) The Employer agrees to recognize the shop delegate and agrees to permit him to do his duty as the representative of the Union in the shop and not to discriminate against him as such representative.

## ARTICLE 20

### Recommend to the Public

The Union agrees to recommend to the public that it deal with firms who operate their plants pursuant to the terms, covenants and conditions of this agreement.

## ARTICLE 21

### Labor-Management Committee

(a) The Union agrees to appoint three representatives to an L-M Committee which shall consist of said three Union representatives and three Employer representatives appointed by Meat Trade Institute, Inc. It shall be the function of said Committee to examine any and all questions arising under this agreement which may be referred to said Committee by the Union or Meat Trade Institute, Inc., and to make such recommendations with respect thereto as will best serve to carry out the intent and purpose of this agreement stated in the preamble thereto.

(b) The said Labor-Management Committee is hereby also expressly empowered to establish an industry-wide apprentice training program and to adopt such rules and regulations as may be necessary to carry same into effect, and also such other and further rules and regulations as may serve to assure stability of employment and employment tenure and to discourage unwarranted job shifting by employees, and it is hereby expressly agreed that any such rules and regulations as may hereafter be adopted by said committee shall be considered part of this agreement and shall have the same force and effect as if originally fully set forth in this agreement.

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**ARTICLE 22****Arbitration**

There shall be no strike nor lockout during the pendency of any dispute. All grievances arising between the Union and the Employer, or between the Employer or employees shall be reported to the Union and the Employer respectively. In the event no adjustment is reached within two days after a grievance is submitted by one party to the other, the parties shall attempt to agree upon an Impartial Arbitrator. But if no such Impartial Arbitrator is mutually chosen within the next four days, the matter shall be deemed referred to the New York State Mediation Board for arbitration. The parties then shall attempt to agree upon an arbitrator from a preferred panel of the Mediation Board, but if they do not do so within five days, the Mediation Board or its executive secretary shall designate the one to act.

**ARTICLE 23****Unemployment Insurance**

The Employer agrees to carry unemployment insurance covering all persons employed by him, irrespective of the number of persons so employed.

**ARTICLE 24****Employees Welfare Fund**

(a) The Employer will pay monthly, within ten (10) days after the expiration of any calendar month, to the Meat Industry Employees Trust Fund, which shall be administered and the principal and income whereof shall be used as hereinafter provided, the sum of \$2.80\* per employee per week. Contributions for new employees shall commence with the second week of employment.

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\* Effective July 3, 1961. Contributions before said date, same as at expiration of prior agreement.

(b) The said Meat Industry Employees Trust Fund shall have its principal office in the Borough of Manhattan, City of New York and shall be administered by a Board of Trustees consisting of five employer representatives appointed by Meat Trade Institute, Inc. (including one employer representative nominated by National Meat Processors, Inc.) and five employee representatives appointed by the Union and such additional employer and employee representatives and such neutral person as said employer and employee representatives may agree upon and, in the event that said employer and employee representatives deadlock in the administration of such fund and there are no neutral persons empowered to break such deadlock, the said employer and employee representatives shall agree upon an Impartial Umpire to decide such dispute and, in the event that said employer and employee representatives fail to agree within a reasonable length of time on the impartial umpire to be selected, an impartial umpire to decide such dispute shall, on petition of either the employer representatives or the employee representatives, be appointed by the U. S. District Court for the Southern District of New York.

(c) The principal and income of said trust fund shall be used for the sole and exclusive benefit of the employees of the employers contributing thereto and the families and dependents of such employees by the purchase of insurance or service contracts providing for the following benefits in accordance with standard insurance or service contracts practices and terms and by contracting or paying for eye examination and glasses and X-ray examination benefits as hereinafter stated.

**Benefits for Employees:**

Life Insurance .....	\$2,000.00
Accidental Death and Dismemberment Benefit .....	\$2,000.00
Weekly Accident and Sickness Benefits .....	Same as statutory disability benefits, plus six weeks ma- ternity disability benefits.

Hospitalization .....	Full hospital charges for board and semi-private room up to 31 days and all miscellaneous hospital charges. Maternity daily benefit up to 10 days and miscellaneous benefit up to 10 times daily benefit.
Surgical Expenses .....	Up to \$300.00
Medical Expenses .....	\$2.00 to \$3.00 per doctor's visit, commencing with first visit in case of accident and second visit in case of illness. Maximum \$150.00.
Eye Examination and Glasses .....	Examination as needed and one pair of single vision glasses annually, not exceeding a cost of \$7.50
Out of Hospital X-Ray Examination, if ordered by a physician .....	Up to \$25.00 annually.

**Benefits for Dependents of Employees:**

Hospitalization .....	Full hospital charges for board and semi-private room up to 31 days and all miscellaneous hospital charges. Maximum maternity hospital benefit \$100.00.
Surgical Expenses .....	Up to \$300.00
Eye Examination and Glasses .....	Examination as needed and one pair of single vision glasses annually, not exceeding a cost of \$7.50
Out of Hospital X-Ray Examination, if ordered by a physician .....	Up to \$25.00 annually.

Benefits for eye examination and glasses and for out-of-hospital x-ray examination will be paid by the Fund, only if provided by optometrists, opticians and radiologists specifically authorized by the Fund.

(d) The said trust fund as so administered shall be audited annually and a statement of the results of such audit shall be available for inspection by interested persons at the principal office of the trust fund,

the union and the Meat Trade Institute, Inc., and at such other places as may be designated by the Board of Trustees.

(e) In the event that the Trustees should find that employer contributions to said Trust Fund are insufficient to cover the cost of said benefits and of the administration of said Trust Fund and should deem it necessary to increase the said contributions, the employer will pay contributions to said Trust Fund at the increased rate fixed by the Trustees.

## **ARTICLE 25**

### **Pensioners' Welfare Fund**

(a) The employer will pay monthly, within ten (10) days after the expiration of any calendar month, to the Meat Industry Pensioners' Welfare Fund, which shall be administered and the principal and income whereof shall be used as hereinafter provided, the sum of \$.25 per employee per week. Contributions for new employees shall commence with the second week of employment.

(b) The said Meat Industry Pensioners' Welfare Fund shall be a part of the Meat Industry Employees Trust Fund and shall be administered by the same Trustees and in the same manner and in accordance with the same trust agreement as the Meat Industry Employees Trust Fund, but shall constitute and be so administered as a separate division of the latter Fund.

(c) The principal and income of said Pensioners' Welfare Fund shall be used for the sole and exclusive purpose of providing on an actuarial basis hospital and other sickness benefits for the pensioned employees of the employers contributing thereto and the wives of such employees. Payment of said benefits shall be arranged for by the purchase of insurance or service contracts providing for such benefits in accordance with standard insurance or service contracts practices and terms.

(d) The said Meat Industry Pensioners' Welfare Fund as so administered shall be audited annually and a statement of the result of

such audit shall be available for inspection by interested persons at the principal office of the Meat Industry Pensioners' Welfare Fund, the Union and the Meat Trade Institute, Inc., and at such other places as may be designated by the Board of Trustees.

## **ARTICLE 26**

### **Employees Pension Fund**

(a) The Employer will pay monthly, within ten days after the expiration of any calendar month, to the Meat Industry Pension Fund, which shall be administered and the principal and income whereof shall be used as hereinafter provided, the sum of \$2.00 per employee per week. Contributions for new employees who are members of the Union at the time of hiring shall commence with the second week of employment and contributions for new employees who are not members of the Union at the time of hiring shall commence with the fifth week of employment. If an employee is absent because of illness or injury and earns no wages during such period of absence, the employer shall continue contributions during the first four weeks of such absence.

(b) No contributions to said Fund shall be payable on behalf of a temporarily employed pensioner during the first twelve weeks of his employment in any calendar year, regardless whether the pensioner be employed by one or several successive employers during said period.

(c) The said Meat Industry Pension Fund shall have its principal office in the Borough of Manhattan, City of New York, and shall be administered by a Board of Trustees consisting of two employer representatives appointed by Meat Trade Institute, Inc., one employer representative appointed by National Meat Processors, Inc., two employer representatives appointed by Meat Packers Employers Association of New York and five employee representatives appointed by the Union, and such additional employer and employee representatives and such neutral person as said employer and employee representatives may agree upon. In the event that said employer and employee representatives deadlock in the administration of such fund and there are no neutral persons empowered to break such deadlock, the said employer

and employee representatives shall agree upon an impartial umpire to decide such dispute. In the event that said employer and employee representatives fail to agree within a reasonable length of time on the impartial umpire to be selected, an impartial umpire to decide such dispute shall, on petition of either the employer representatives or the employee representatives, be appointed by the United States District Court for the Southern District of New York.

(d) The principal and income of said Pension Fund shall be used for the sole purpose of providing for the employees of the employers contributing thereto retirement and other benefits based upon accepted actuarial standards and practices and in accordance with the provisions of the Agreement and Declaration of Trust, which has heretofore been entered into between the said Employers Associations, the Union and the said trustees, and the Pension Plan, by-laws, rules and regulations which have heretofore been or may hereafter be adopted by the said Board of Trustees and any and all amendments to the said Agreement and Declaration of Trust, Pension Plan, by-laws, rules and regulations.

(e) Said Pension Fund as so administered shall be audited annually and a statement of the results of such audit shall be available for inspection by interested persons at the principal office of the Pension Fund, the Union, the Meat Trade Institute, Inc., the National Meat Processors, Inc., and the Meat Packers Employers Association of New York, and at such other places as may be designated by the Board of Trustees.

**ARTICLE 27**

**Severance Fund**

(a) Commencing July 3, 1961, the employer will pay monthly, within ten (10) days after the expiration of any calendar month to the Meat Industry Severance Fund, which shall be established and administered and the principal and income whereof shall be used as hereinafter provided, the sum of \$.25 per employee per week. Contributions for employees hired on or after July 3, 1961, shall commence with the second week of employment.



(b) The said Meat Industry Severance Fund shall be established as of July 3, 1961, shall have its principal office in the Borough of Manhattan, City and State of New York, and shall be administered by a Board of Trustees consisting of five (5) employer representatives appointed by the Meat Trade Institute, Inc. (including one employer representative nominated by the associations and groups of employers operating under the Union's Kosher and Kosher Style Agreement) and five (5) employee representatives appointed by the Union and such additional employer and employee representatives and such neutral person as said employer and employee representatives may agree upon. In the event that said employer and employee representatives deadlock in the administration of such Fund and there are no neutral persons empowered to break such deadlock, said employer and employee representatives shall agree upon an impartial umpire to decide such dispute. In the event that said employer and employee representatives fail to agree within a reasonable length of time on the impartial umpire to be selected, an impartial umpire to decide such dispute shall on petition of either the employer representatives or employee representatives, be appointed by the United States District Court for the Southern District of New York.

(c) The said Severance Fund, as so administered, shall be audited annually and a statement of the results of such audit shall be available for inspection by interested persons at the principal offices of the Fund, the Union and the Meat Trade Institute, Inc. and at such other places as may be designated by the Board of Trustees.

(d) The principal and income of said Severance Fund shall be used for the sole purpose of providing for the employees of the employers contributing thereto employment severance benefits (hereinafter referred to as severance pay), as follows:

(e) WHEN PAID—Commencing July 2, 1962, severance pay shall be paid to employees having one or more years of continuous service who shall have been permanently separated from service because of a reduction in working personnel due to the closing of a department, or unit of the employer's business or due to technological production changes adopted by the employer and when it is not expected that such employees will be re-employed.

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(f) WHEN NOT PAID—Severance pay shall not be payable

- 1. to employees with less than one year's continuous service;
- 2. to employees laid off in gang reductions;
- 03 3. in cases where the employee was discharged for cause;
- 07 4. in cases of voluntary resignation;
- 5. in cases of employees eligible for retirement or retired on normal or disability Pension;
- 7/1 6. to employees who refuse an offer of employment by the employer in the same plant or in another unit of the employer's business, the location of which is not unreasonably distant from the location of the employees' former place of employment. This subparagraph shall not apply where such offer of employment, because of a reduction in working personnel due to the closing of a department or unit of the employer's business, is to a job with an hourly wage rate of more than \$.15 less than the employee's former job.

(g) AMOUNT AND COMPUTATION OF PAY—Severance pay shall be based upon the employee's pay for a 40 hour work week at straight time and upon the number of years of the employee's continuous service, as follows:

<u>Years of Continuous Service</u>	<u>Weeks of Pay</u>
1 .....	1
2 .....	1½
3 .....	2
4 .....	2½
5 .....	3
6 .....	3½
7 .....	4½
8 .....	5½
9 .....	6½
10 .....	7½
11 and over .....	7½ plus 1½ weeks pay for each year of continuous service above 10 years

(h) MANNER OF PAYMENT—

1. The amount payable in accordance with the foregoing schedule shall be paid in weekly installments, each equal to the employee's weekly pay before the severance of his employment; provided, however, that the Trustees, in their sole discretion, shall have the right to pay an employee's whole benefit in one lump sum, if the employee so requests and if, in the opinion of the Trustees, payment in such manner is warranted by the employee's special need or circumstances.

2. In the event of an employee's death, any unpaid balance of his severance pay shall be paid to his widow or other dependents or to his estate.

(i) If, in the opinion of the Trustees, the assets and the income of the Fund shall at any time be inadequate to continue to provide the benefits set forth without jeopardizing the solvency of the Fund, the Trustees shall have the right to make such modifications and revisions in eligibility requirements and payable benefits as in their judgment and discretion may be necessary to assure the continued financial soundness of the Fund.

**ARTICLE 28**

**Contributions as Wages**

It is hereby expressly agreed that for the purpose of the United States Bankruptcy Act or any State insolvency or debtor and creditor laws, the contributions payable by the Employer to the Meat Industry Employees Trust Fund, The Meat Industry Pensioners' Welfare Fund, The Meat Industry Pension Fund and the Meat Industry Severance Fund, as aforesaid, shall be considered as wages and have priority as such as provided in said Act or such laws with respect to wages, and that the trustees of each of said Funds shall be deemed separate claimants with respect to each employee for whom contributions due to such Fund shall not have been paid.

**ARTICLE 29**

**Contributions Default**

(a) In the event that the employer should fail to pay as due the contributions payable to the Meat Industry Employees Trust Fund, the Meat Industry Pensioners' Welfare Fund, the Meat Industry Pension Fund and the Meat Industry Severance Fund, or to any of said funds, the Union shall have the right, upon five (5) days written notice to the employer, to order a work stoppage of the employees of the employer, and such work stoppage shall not be considered a breach of this agreement.

(b) No such written notice shall be required in the event that the employer's default in the payment of contributions to any of said Funds shall have continued for more than thirty days, and in such event the Union shall have the right, at any time during business hours, to make demand for immediate payment of said contributions and to order an immediate work stoppage if same be not so paid.

**ARTICLE 30**

**Seniority**

(a) A Seniority list shall be maintained for all employees in each classification.

(b) In the case of lay-off of employees in any classification covered by this agreement, the principle of seniority shall be applied and employees with the shortest tenure of employment in such classification shall be laid off first.

(c) An employee transferred from one classification to another shall, in addition to his or her seniority status and rights in the new classification, retain his or her seniority status and rights in the classification from which he or she was transferred, as of the date of transfer.

(d) The Employer shall give the Union 48 hours notice of intended lay-off.

(e) No new employees shall be hired in any given classification until all those laid off in such classification shall have been re-hired. On re-hiring employees previously laid off in any classification, employees shall be re-hired in the inverse order of lay-off; that is to say, the employee last laid off in any classification shall be the first re-hired in such classification.

(f) Laid off employees shall be given 48 hours written notice to return to work. Copy of such letter shall be sent simultaneously to the Union. If such employee does not report to work after such notice, the employee loses his or her seniority rights unless such failure to report was caused by the employee's illness or other good reason and the employee was, upon notice thereof to the Employer, granted by the Employer additional time to report.

(g) The obligation of re-hiring laid-off employees shall not apply to employees who have been off the Employer's payroll for a period of more than 90 consecutive days.

### **ARTICLE 31**

#### **Office Workers**

The term "office workers" or "office employees" as used herein shall include all office employees of the employer, except persons employed in a managerial or confidential capacity. The employer recognizes the Union as the sole and exclusive bargaining agent of all office workers employed by him, and agrees to enter with the Union into a separate agreement covering the conditions of employment of said workers.

### **ARTICLE 32**

#### **Duration of Agreement**

This agreement shall be in force from the 16th day of June, 1961, to the 15th day of June, 1964. The parties agree to meet on or before April 15th, 1964, to negotiate a new contract and to serve notice of termination or proposed modifications on or before said date.

**ARTICLE 33**

**Separability**

If any paragraph of this agreement shall be held invalid, the remainder of the agreement shall not be affected thereby and shall remain valid.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto the day and year first below written.

Dated: .....

BUTCHERS UNION OF GREATER NEW YORK  
AND NEW JERSEY—LOCAL NO. 174

Employer: .....

By: ..... By: .....

MEAT TRADE INSTITUTE, INC. ....

By: .....

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