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**AMALGAMATED MEAT CUTTERS
AND RETAIL FOOD STORE
EMPLOYEES UNION, LOCAL #342
of GREATER NEW YORK, AFL-CIO**

186-18 HILLSIDE AVENUE
JAMAICA, N. Y. 11432

AND

FOOD RETAILERS ASSOCIATION



THIS AGREEMENT made on the.....day of....., 1967 between the GREATER NEW YORK FOOD EMPLOYERS' LABOR RELATIONS COUNCIL (on behalf of the Member Company signatory hereto, hereinafter called the "Council Member"), having its principal office at 371 Seventh Avenue, New York, New York, (hereinafter called the "Council"). In the case of Employers who are not members of the Council, substitute "Employer" for "Council" — and AMALGAMATED MEAT CUTTERS and BUTCHER WORKMEN OF NORTH AMERICA and the AMALGAMATED MEAT CUTTERS AND RETAIL FOOD STORE EMPLOYEES UNION, LOCAL No. 342, of the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the American Federation of Labor-Congress of Industrial Organizations and the Central Trades and Labor Council, having its principal office at 186-18 Hillside Avenue, Jamaica, New York (hereinafter called the "Union").

W I T N E S S E T H

ARTICLE I UNION RECOGNITION

It is the intent and purpose of the parties to promote and improve industrial and economic relations between the Council Member and the employees covered by this Agreement and to set forth the basic agreement covering rates of pay, hours of work and conditions of employment to be observed.

(a) The operation of the Council Member's business and the direction of the working forces, including, but not limited to, the establishment of the opening and closing times of stores, the right to hire, transfer, suspend, lay-off, recall, promote, discharge for cause, assign or discipline employees from duty because of lack of work and to transfer employees from one store location to another, are vested exclusively in the Council Member, subject, however, to the provisions of this Agreement.

(b) The Council Member recognizes the Union as the exclusive bargaining representative of all its employees in its stores located in Richmond, Kings, Queens, Nassau and Suffolk Counties in the State of New York, engaged in the cutting, wrapping and selling of all fresh and smoked meat, poultry, fish and such products customarily handled in the Meat Department at retail in its retail stores or supermarkets, and such additional classifications previously recognized by the Council Member (as set forth in Schedule "A" herein), for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other better conditions of employment.

ARTICLE II COUNCIL RECOGNITION

The Union recognizes the Council as the sole collective bargaining agent on behalf of its members signatory to the Agreement hereto.

ARTICLE III CLASSIFICATION OF EMPLOYEES

Except as further provided in Paragraph (e) of this Article, em-

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employees working for the Council Member shall be classified as follows: Meat Department Head, Journeyman, Apprentice, Wrapper.

(a) MEAT DEPARTMENT HEAD: The Meat Department Head shall be a qualified journeyman meat cutter. He shall perform all of the duties of a journeyman in the meat department. Because of the greater working skill and experience that the meat department head must possess, he shall in the performance of his work direct the movements and operations of the less skilled employees in the meat department.

(b) JOURNEYMAN: A journeyman is a skilled meat cutter who either served his apprenticeship in accordance with the period of time as set forth in the Agreement or who has qualified as a skilled meat cutter. His duties shall consist of handling, cutting, selling, processing, pricing and displaying of meat, poultry, sausage or fish: fresh, frozen, chilled or smoked, and the performance of all work incidental thereto.

(c) APPRENTICE: An apprentice is a person learning all of the details and developing manual skill for performing, after a stated number of years training, not to exceed three (3) years, the duties of the journeyman meat cutter.

(d) WRAPPER: A wrapper is a person employed in a self-service market engaged in wrapping, weighing, scaling and pricing meat, poultry, and fish. The wrapper shall not be required to perform any work customarily performed by a journeyman.

(e) The Council Member agrees that in the event that any new classification is established, prior to putting that classification into effect, the Council Member will confer and negotiate classification rates and job description for such new classification.

(f) All employees are required to maintain their stations or area of employment in a clean and sanitary condition.

ARTICLE IV UNION SECURITY

It shall be a condition of employment that all employees of the Council Member covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on or after the thirtieth (30th) day following the execution date 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 execution date shall, on or after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

Any employee who is expelled or suspended from the Union because of non-payment of initiation fees and periodic dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947, as amended) shall be subject to dismissal ten (10) days after notification in writing to the Council Member by the Union. The Union agrees to notify members who are delinquent in their Union financial obligations and upon the failure of the member to immediately re-establish his good standing membership in the Union, his discharge will be requested.

The Council Member, provided it has the necessary equipment, agrees to deduct dues and initiation fees from the wages of all employees who have on file with the Council Member a proper deduction card and to remit the amounts with a listing of names to the Union office on or before the 27th day of each month. The Union will give to the Council Member signed deduction cards from the employees authorizing the deduction of dues and initiation fees. The Council Member's obligation to remit to the Union shall be limited to the amounts which it actually does deduct from the employees' wages.

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ARTICLE V HIRING OF NEW EMPLOYEES

When new help is required the Council Member shall notify immediately the Union so that the Union may recommend from the open market the help so required.

(a) If the Union fails to recommend satisfactory employees to the Council Member, the Council Member shall also have the option of seeking its help from the open market.

(b) 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 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 any applicants for referral on the basis of experience in the industry, qualifications and skill or employer reference.

(c) The Council Member at all times retains the right to reject any job applicants referred by the Union.

(d) New employees when hired shall be deemed probationary and on a trial basis for a period of thirty (30) days. Thereafter they shall be considered regular employees and shall then be granted the fringe benefits provided in this Agreement for regular employees.

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(e) For the sole purpose of establishing the pay rate for a newly hired employee, the Council Member will recognize previous verified comparable market experience within the Union's jurisdictional area during the three (3) years immediately preceding the newly hired employee's date of hire. In no event shall such rate be higher than the applicable maximum rate set forth in Schedule "A" for the employees who were in the Council Member's employ February 4, 1967, and who, furthermore, were being paid at rates stated on the wage progression scales in effect on February 4, 1967. Such prior experience must be claimed on the employee's application for employment, and if not verified in writing by the former employers within thirty (30) days after the date of employment, such prior experience may then be verified through contributions made to the Union's Welfare and Pension Funds. If there is no verification within forty-five (45) days after the employee's date of hire, the Council Member shall have the option, in its sole discretion, to discharge such employee without recourse to the grievance procedure provided in this Agreement.

**ARTICLE VI
HIRING OF PART TIME MEAT WRAPPERS**

When the Union has experienced full time wrappers available, the Council Member agrees not to employ a part time meat wrapper for four hours each morning and four hours each afternoon for a period of five days in one work week.

**ARTICLE VII
NO DISCRIMINATION**

The Council Member and the Union shall not discriminate against an employee because of race, color, creed or nationality, nor will an employee be discriminated against because of union activity, provided such activity is not conducted at any time on the Council Member's premises, and further provided that such activity is not for the purpose of inducing others to violate this Agreement.

**ARTICLE VIII
SENIORITY**

Seniority shall be determined from the date an employee was last hired for or appointed to full-time work by the Council Member, except as provided in Paragraph (c) of this Article. Lay-offs and re-hiring shall be based on seniority. Transfers and promotions shall be based upon fitness and ability with seniority a factor only when all other things are equal.

Employees of a company that has been purchased in its entirety by the Council Member shall carry their seniority for the purposes of this Article VIII to the Council Member.

(a) Regular full time employees with more than one (1) year's seniority, if laid-off through no fault of their own, shall be given preference for available part time employment before new part time employees are hired. Such employees shall be paid the hourly rate equivalent to the full time hourly rate of pay previously received.

(b) Seniority rights under this Article shall continue for a period not exceeding nine (9) months from the date of lay-off.

(c) Where an employee is rehired under the terms of Paragraph (b), he or she shall be compensated at the same rate of pay as he was enjoying on the date of lay-off. Such employee shall continue his seniority without any loss for the period of such lay-off.

(d) There shall be established separate seniority lists in accordance with the following classifications:

1. Meat Department Heads
 2. Journeymen and Apprentices
 3. Weighers and Wrappers
 4. Seafood Department Managers
 5. Seafood Department Clerks
 6. Delicatessen Department Managers
 7. Delicatessen Department Clerks
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(e) When a journeyman is promoted to a Meat Department Head he shall continue to accumulate seniority in the Journeyman group classification in addition to his seniority as a Meat Department Head.

(f) Employees shall be considered to have quit if they:

1. write or inform the Council Member they are quitting.
2. fail to report for work within one (1) week when recalled to return to full time employment from a part time employee status when properly notified in writing by the Council Member.
3. fail to return to work when approved leave of absence expires.
4. work elsewhere while on leave without express permission, in writing, from the Council Member to be so employed.

(g) When two or more employees are hired on the same day in the same seniority area, the Council Member will notify the Union of their seniority status.

(h) Employees inducted into the Military Service of the United States under the Selective Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.

(i) Any discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.

(j) An employee absent from work continuously for more than six (6) months due to sickness or accident may be terminated from the payroll. The Council Member and the Union may mutually agree to extend this period.

(k) When an employee is permanently transferred from one of the Council Member's stores within the Greater New York Area into one of the Council Member's stores covered by this Agreement he shall be credited with his accrued seniority with the Council Member.

(l) For vacation preference dates, market or store department seniority shall be recognized.

ARTICLE IX HOURS

A week's work for all regular full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

(a) Each regular full time employee shall be entitled to a lunch period of sixty (60) minutes each day, and if he works beyond the normal supper hour, a supper period of not less than thirty (30) minutes, which meal periods shall not be computed in the hours worked by each employee. No regular full time employee shall be required to take a supper period of more than thirty (30) minutes unless approved by the Union.

(b) Each employee shall receive a ten (10) minutes rest period for each half day worked, which shall be considered as working time.

(c) The Council Member shall post in each store not later than Saturday night of each week the straight-time work schedule of full-time employees for the following week. In case of emergency or any condition beyond the control of the Council Member, these schedules may be changed by the Council Member.

(d) Regular full time employees working in excess of eight (8) hours in a work day or forty (40) hours in a work week shall be paid overtime on the basis of time and one-half their hourly rate of pay.

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Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.

(e) Overtime shall be worked as required by the Council Member.

(f) Except for that overtime, assigned to the Meat Department Head, required for the proper management of the meat department, nights of overtime made available by the Council Member to Journeyman Butchers within the meat department in each store shall be rotated among the Journeyman Butchers. Performance during such nights of overtime may be subject to the grievance procedure.

(g) All stores shall open at 9:00 A.M., Monday through Friday, provided, however, that there is no direct chain store or supermarket competition open before 9:00 A.M. in the immediate vicinity. Under no circumstances shall the starting time for regular full time employees be later than 9:00 A.M. or shall the employees be subject to split shifts.

(h) Merchandise customarily sold in the Council Member's meat departments will not be displayed or sold on Sundays. This provision will become null and void in the event that any customary meat department merchandise is sold on Sundays by any other store, individual or company, not a member of the Council.

ARTICLE X WAGES

Effective as of February 6, 1967, employees shall be paid all increases, classification rates, progression rates, premium pay, as set forth in Schedule "A" annexed hereto.

ARTICLE XI PAY ON TERMINATION

The Council Member agrees to pay all monies due to any employee upon lay-off or termination not later than ten (10) days from date of lay-off or termination.

Vacation due a deceased employee shall be paid on a pro-rata basis to his beneficiary or estate.

ARTICLE XII PAY FOR MEAT DEPARTMENT HEAD'S RELIEF

When a journeyman relieves a Meat Department Head in excess of any two (2) consecutive days in a work week, he shall be paid for the period of such relief at the base rate for the Meat Department Head as set forth in Schedule "A". In the week that a Meat Department Head returns from his vacation his schedule for that week will not be staggered for the purpose of avoiding relief pay.

An apprentice meat cutter shall not relieve a Meat Department Head except in a store that has no journeyman meat cutter.

ARTICLE XIII VACATIONS

All regular full time employees shall be entitled to a vacation with pay of one (1) week for each six (6) months of full time employment with the Council Member, computed from his last date of full time employment, but not to exceed two (2) weeks vacation with pay in any one (1) calendar year.

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(a) All regular full time employees with eight (8) or more years continuous full time employment with the Council Member shall be entitled to three (3) weeks vacation with pay. The third week need not be consecutive but may be granted at the discretion of the Council Member during the calendar year.

(b) All regular full time employees with eighteen (18) or more years continuous full time employment with the Council Member shall be entitled to four (4) weeks vacation with pay. The third and fourth weeks of such vacation need not be consecutive with the first two weeks, but may be granted at the discretion of the Council Member during the calendar year.

(c) Length of service shall be computed as time served continuously by the employee with the Council Member in any capacity other than as a part time employee. A reasonable sick leave period shall be computed as time worked. A reasonable sick leave shall be interpreted as three (3) months while on sick leave. In case of injury on the job (compensation), there shall be an extended leave of up to six (6) months which shall be considered as time worked in regard to vacation.

(d) Vacation periods and assignments shall be at the discretion of the Council Member, provided thirty (30) days notice shall be given to the employee. Vacations of less than three weeks shall be granted during the period from May 1st through September 15th and such other period as may be agreed upon by the Union and the Council Member. The Council Member shall not refuse to schedule a full time employee's vacation during a particular week solely because it is a week in which one of the named holidays occurs.

(e) A regular full time employee who is terminated prior to the vacation period for reasons other than just cause, and who is then entitled to one (1) week of vacation by virtue of six (6) months continuous full time service during his vacation year, shall receive pay for the vacation due him. For each month in excess of six (6) months of continuous full time service during the vacation year, the employee shall receive one (1) day of vacation pay. Such vacation, if any, shall be computed from the anniversary date of his employment.

(f) In the event the Council Member requires a regular full time employee to take his vacation during a week in which any of the full holidays mentioned in Article XIV hereof shall occur, said employee shall receive an additional day's vacation or an additional day's pay in lieu thereof, at the discretion of the Council Member. All premium pay, exclusive of overtime, shall be enjoyed by the employee while on vacation.

(g) All regular full time employees eligible for one (1) week's vacation shall be granted one (1) additional day's vacation with pay which may be taken at the time of their vacation or at a time during the calendar year mutually agreed upon by the employee and the Council Member, or the employee may be paid in lieu thereof, at the discretion of the Council Member. All employees eligible for two (2) weeks vacation or more shall be granted two (2) additional days vacation with pay which may be taken at the time of their vacation or at a time during the calendar year mutually agreed upon by the employee and the Council Member, or the employee may be paid in lieu thereof, at the discretion of the Council Member.

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(h) Commencing February 1, 1968, and on each February 1st thereafter, part time employees who have completed twelve (12) or more consecutive months of employment with the Council Member and who, furthermore, have worked one thousand (1,000) or more hours during the immediately preceding February 1 to January 31 period shall be eligible for one (1) week pro-rata vacation. Pro-rata vacation pay shall be computed on the basis of the total hours worked during the immediately preceding February 1 to January 31 period divided by the number of weeks worked during the same period.

ARTICLE XIV HOLIDAYS

The following legal holidays shall be observed by the Council Member, regardless of the day of the week the holiday may fall:

New Year's Day
Washington's Birthday
Memorial Day
Fourth of July
Labor Day
Presidential Election (Full Day)
Thanksgiving Day
Christmas Day

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(a) If there is no work to be performed on the above named holidays, the regular full time employees shall receive their regular weekly wages, providing they worked their regularly scheduled hours in the other days in the holiday week, or their absence is excused in advance by the Council Member. Work performed on a holiday by regular full time employees shall be paid for at time and one-half the regular hourly rate of pay, in addition to the holiday pay.

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(b) Any time worked except on a holiday by a regular full time employee in excess of thirty-two (32) hours in a week during a week in which one of the above-named holidays falls, shall be paid for at time and one-half the regular hourly rate of pay.

(c) Effective February 3, 1969, full time employees, upon completion of six (6) or more consecutive months of full time employment with the Council Member, shall also be eligible for a personal holiday during a contract year. The personal holiday shall be granted on a day mutually agreed upon by the employee and the Council Member. Only regularly scheduled work days may be selected as personal holidays, and only one (1) employee from a store shall be granted a personal holiday on any one day.

(d) Part time employees who have completed six (6) or more consecutive months of employment with the Council Member and who have worked all of their regular scheduled hours in the other days in the holiday week, unless their absence is excused in advance by the Council Member, shall be eligible for holiday pay for the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

For each of the above named holidays, an eligible part time employee shall receive pro-rata holiday pay computed on the basis of one-fifth (1/5) of the average weekly hours worked by him during the five (5) work weeks immediately preceding the holiday.

(e) The Council Member shall notify the Union fifteen (15) calendar days prior to each holiday observed by the Council Member under this Agreement in the event it intends to keep the stores open. If during said fifteen (15) day period the Council Member finds that competition is to remain open and it decides to remain open, it shall notify the Union of its intention.

(f) Premium pay and overtime pay shall not be pyramided.

(g) All employees must have worked at least three (3) days of the holiday week in which said holiday occurs in order to be paid for same.

(h) In the event that the Council Member's store is open for business on one of the named holidays, those full time employees who worked on the same day of the previous week shall be scheduled to work on the holiday.

(i) When Christmas Eve and New Year's Eve fall on working days, fifty percent (50%) of the regular full time employees shall be excused from work on Christmas Eve one (1) hour before the end of their normal shift without loss of pay, and the other fifty percent (50%) shall be excused from work on New Year's Eve one (1) hour before the end of their normal shift without loss of pay.

ARTICLE XV WELFARE

The Council Member agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Welfare Fund, Local No. 342, AFL-CIO, for each eligible regular full time employee, beginning with the first day of the month in accordance with the following schedule:

\$28.00 per month effective February 1, 1967

\$30.00 per month effective February 1, 1968

~~\$32.00~~ per month effective February 1, 1969

for each Extra Journeyman Butcher working an eight (8) hour day the Council Member agrees to contribute 50¢ per day.

(a) For a newly hired full time employee on whose behalf another employer made contributions to the Local 342 Welfare Fund during the six (6) months immediately preceding his date of hire, the Council Member will make contributions in his behalf at the rates set forth above, commencing with the first day of the calendar month following the date of his hire.

(b) For a newly hired regular full time employee on whose behalf contributions to the Local 342 Welfare Fund were not made by another employer during the six (6) months immediately preceding his date of hire, the Council Member will make contributions at the rates set forth above, on the first day of the calendar month following completion of six (6) consecutive months of full time employment. If the newly hired full time employee is an Apprentice who has satisfactorily completed the Local 342 Apprentice Training School program, he will, for the sole purpose of this Paragraph (b), be given

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credit for five (5) months prior employment.

(c) For a full time employee who is transferred from another retail union of the New York-New Jersey Butchers District Council to Local 342 and who at the time of transfer is covered by the Welfare Fund of the Local Union from which he is being transferred, the Council Member will make contributions in his behalf at the rates set forth above, commencing on the first day of the calendar month following completion of thirty (30) days of full time employment.

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✓ (d) The Council Member agrees to cover the employees, at no cost to the employees, for Sickness and Accident Insurance as required by the New York State Disability Law.

(e) The Council Member shall continue contributions to the Local No. 342 Welfare Fund for a period not to exceed six (6) months for an employee who is on authorized sick leave or being paid Workmen's Compensation benefits due to an injury on the job.

ARTICLE XVI PENSION PLAN

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The Council Member agrees to contribute to the Local No. 342 Pension Fund for each eligible full time employee beginning with the first day of the month in accordance with the following schedule:

\$11.00 per month effective February 1, 1967

\$13.00 per month effective February 1, 1968

\$15.00 per month effective February 1, 1969

The Council Member will commence contributions to the aforesaid Fund for regular full time employees hired on or after February 6, 1967, on the first day of the calendar month following their completion of thirty (30) days of employment.

For each Extra Journeyman Butcher working an eight (8) hour day for the Council Member, the Council Member agrees to contribute to the aforesaid Fund 50¢ per day.

ARTICLE XVII NO STRIKES OR LOCKOUTS

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There shall be no cessation of work, no strikes, no picketing or other interference with the operation of the Council Member or lockouts for any cause whatsoever during the life of this Agreement.

No employee shall be disciplined or discharged for refusal to cross a legal picket line directed against the Council Member in its capacity as a primary employer.

ARTICLE XVIII DISCHARGES

No regular full time employee may be discharged except for proper cause, provided, however, that within twenty-four (24) hours the Council Member shall notify the Union and the Council by mail, of the discharge of such employee setting forth the reasons therefor.

(a) The Union may, not later than five (5) days after receipt of written notice of such discharge, challenge same through the grievance procedure herein provided and if not settled through the grievance procedure, the matter may be submitted to arbitration in the manner herein provided.

(b) No Meat Department Head may be discharged without written notice and prior discussion with the Union. In the event of discharge, the Council Member may (A) give the Meat Department Head two (2) weeks pay in lieu of two weeks notice to the Union, or (B) by mutual agreement with the Union, demote such Meat Department Head to Journeyman Meat Cutter and pay him at the Journeyman Meat Cutter rate set forth in Schedule "A" provided the scheduled discharge is for reason other than proper cause.

ARTICLE XIX

NOTICES

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The Council Member will give one (1) week's written notice on any permanent lay-off to the Union. On demotion and lay-offs of Meat Department Heads, the Union shall receive two (2) weeks notice.

The Council Member will notify the Union two (2) weeks in advance of the actual closing of a store, unless the closing is caused by circumstances beyond the Council Member's control.

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ARTICLE XX

TRANSFERS

The Council Member shall notify the Union one (1) week prior to permanent transfers of regular full time employees. Should the Union find the transfer arbitrary then the transfer shall be treated as a grievance.

ARTICLE XXI

GRIEVANCE PROCEDURE AND ARBITRATION

Should differences arise between the Union or its members and the Council Member as to the interpretation, application or enforcement of any of the provisions of this Agreement, they shall be handled in the following manner:

(a) The aggrieved employee and Steward or Business Representative of the Union, or either, may, not later than thirty (30) days following the occurrence of the grievance, present and discuss same with the Store Manager or such other person designated by the Council Member. If not presented within thirty (30) days of its occurrence, the grievance shall be considered waived.

(b) If not settled at the store level, the Business Representative may then present the grievance to the Council Member's Personnel Manager or other designated representatives. An answer to the grievance shall be submitted in writing to the Union not more than three (3) days after its presentation.

(c) In the event that the representative of the Union and the Employer shall not agree upon any settlement or decision, then the matter shall be submitted to the New York State Board of Mediation, and the decision of the Board shall be final and binding upon both parties.

(d) This Agreement shall not vest or create in any employee or group of employees any rights or privileges which they or any of them could enforce. All rights, including the rights of enforcement of the provisions of this Agreement and remedies for breach thereof by the Council Member, shall rest solely with the Union.

ARTICLE XXII

UNLOADING OF TRUCKS

If the Union claims that the unloading of a truck for the purpose of putting meat and other items from the truck into the icebox is an undue hardship for any employee, and if an agreement is not reached between the Council Member and the Union with reference to the handling of this situation, then and in that event, the Union may treat this matter as a grievance to be settled pursuant to the grievance and arbitration procedure herein provided.

ARTICLE XXIII

UNION VISITATION

Representatives of the Union shall have the right to visit any of the Council Member's places of business at any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of or interference with the Council Member's business.

ARTICLE XXIV

DEPARTMENT STEWARDS

The Union may elect or appoint one Department Steward in stores employing five (5) or more full time employees covered by this Agreement. They shall be, at all times, full time employees. There shall be no transfer of Department Stewards without prior discussion with the Union. In the event the Union disagrees, the issue shall be subject to the grievance procedure. The Council Member shall be notified of the election or appointment of such Department Stewards.

ARTICLE XXV

BULLETIN BOARD

The Union shall share existing store bulletin boards for the use of regular Union notices.

**ARTICLE XXVI
PRIOR PRIVILEGES**

The Council Member agrees that any conditions other than those set forth in this Agreement and enjoyed by the employees in the Council Member's employ, shall be continued in effect on behalf of such employees.

**ARTICLE XXVII
SICK LEAVE**

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(a) All present and future regular full time employees shall, after completing six (6) consecutive months of full time employment with the Council Member, be eligible to receive in a contract year a maximum of five (5) days sick leave with pay, computed on the employee's base work week rate and hours.

All regular full time employees in the continuous full time employ of the Council Member during the entire period specified in the first paragraph of Article XXVI of the Agreement dated April 21, 1961, between the parties hereto shall continue to be eligible to receive the additional day of sick leave with pay for which they may theretofore have been eligible under the Council Member's former plan, if any.

Those employees who are in the employ of the Council Member on the last day of each contract year and who were in the Council Member's employ in a full time capacity for six (6) months or more during the contract year shall be paid for sick leave on a pro-rata basis for which they were eligible but did not use.

The aforesaid provision shall also apply to employees with six (6) or more months of full time employment with the Council Member and who are laid off because of lack of work.

(b) Sick leave shall not be cumulative.

**ARTICLE XXVIII
FUNERAL LEAVE**

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Regular full time employees shall be entitled to paid funeral leave not to exceed three (3) days for all work days lost from the day of death through the day of burial of a member of the immediate family. The employee's working day off is not to be computed as part of funeral leave. The immediate family is defined as the spouse, child, sister, brother, parent or spouse's parent.

**ARTICLE XXIX
JURY DUTY**

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The Council Member shall grant to the regular full time employees on jury service the difference between the employee's regular straight time weekly earnings, including regular shift premiums, if any, and any jury fee paid to the employee. In the event a regular full time employee on jury duty serves five (5) days during the week, the juror's pay earned by him on his normal day off shall be excluded when computing the pay to be granted by the Council Member. The employee shall notify the Council Member upon receipt of jury duty service notice as soon as practicable. When an employee is

excused from jury duty he shall be obliged to return to the store for his normal day's work whenever reasonably possible.

**ARTICLE XXX
UNIFORMS AND TOOLS**

The Council Member agrees to furnish and supply all its employees without cost, laundered aprons and uniforms and such tools as are necessary in the discharge of their work and also service such tools at no cost to the employees.

**ARTICLE XXXI
FIRST AID KITS**

The Council Member agrees that every store covered by this Agreement shall have as part of its equipment a First Aid Kit for the use of its Meat Department employees.

**ARTICLE XXXII
SAFETY COMMITTEE**

The Council will cooperate with the Union in the formation of a Safety Committee which will meet quarterly and which will consist of equal numbers of Management and Union representatives.

**ARTICLE XXXIII
LEAVE OF ABSENCE**

Employees shall be granted the following leaves of absence:

MATERNITY LEAVE. When an employee with one (1) year or more continuous full time service leaves because of maternity, she will be granted a leave of absence without loss of seniority for a period of six (6) months. This period of time shall be three (3) months prior to the birth of the child and three (3) months after the birth, and a doctor's note must be forthcoming before and after the leave of absence. During the leave of absence all fringe benefits, including the time worked for vacation credit, will be forfeited.

NATIONAL GUARD SERVICE AND RESERVES.

1. Any full time employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two (2) week leave of absence (subject to extension in exceptional cases) without pay, such leave may be in addition to the employee's regularly scheduled vacation period, in order that the employee may participate in the military training required by such organizations.

2. Any employee who wishes to use his regular vacation period for military absence shall be paid in accordance with the regular vacation procedure.

3. All notices for any military leave of absence must be submitted in writing at least two (2) weeks prior to start of leave.

MILITARY SERVICE. When a full time employee is called into Service he shall be paid his earned vacation pay at the time of induction. After his return he shall receive a vacation pro-rated according to the number of months worked in that calendar year.

The rate of pay for a returned veteran shall be in accordance with the veterans' re-employment rights. No accumulated time toward progression increases will be credited during Military Service. Upon

return the employee will be granted all general increases. 019-20
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UNION OFFICERS. Full time employees hereafter elected or appointed to full time Union office shall be granted a leave of absence for the term of their office. Such employees who apply to the Council member within thirty (30) days after termination of Union office shall be restored to their former or equivalent job, without loss of seniority but without accumulating seniority during the leave of absence period.

ARTICLE XXXIV INJURY ON THE JOB

A regular full time employee who is injured on the job and who after treatment for the injury is directed by a licensed medical doctor or by a hospital not to continue work shall be paid eight (8) hours straight time pay for the day on which the injury occurred, which shall not be charged to his sick leave.

ARTICLE XXXV MEAT WRAPPING ROOMS

Approximately 50°F. temperature shall be maintained in the Council Member's meat wrapping rooms.

ARTICLE XXXVI AMENDMENT

(a) If any provision or part thereof of this Agreement is in conflict with any applicable Federal or State law or regulation, or its interpretation or application, such provision shall be deemed to be deleted from this Agreement or shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect.

(b) If the Union and an employer who is not a member of the Council enter into an agreement containing for any job classification any wage rate, benefit, fringe and/or other condition that is less than that contained herein, this Agreement will automatically be deemed amended to substitute such lesser wage rate, benefit, fringe and/or other condition.

ARTICLE XXXVII SUCCESSORS

This Agreement and the conditions and covenants contained herein shall be binding upon the successors and assigns of the parties hereto and none of the provisions, terms, conditions, covenants, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto, or be affected, modified, altered, or changed in any respect whatsoever by a change of any kind in the legal status, ownership, management, or affiliation of either party hereto.

ARTICLE XXXVIII NO INDIVIDUAL AGREEMENT

This contract sets forth the entire understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. Nothing in this contract shall

be construed as requiring either party hereto to do or refrain from doing anything not explicitly and expressly set forth in this contract; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this contract explicitly or expressly sets forth such agreement or promise.

**ARTICLE XXXIX
TERMINATION**

This Agreement shall become effective as of the 6th day of February, 1967, and the term thereof shall continue through the 7th day of February, 1970.

Either party desiring to modify or terminate this Agreement at its expiration shall give written notice to the other party at least sixty (60) days prior to February 7th, 1970, and negotiations for a new agreement shall begin as soon thereafter as practicable. This contract supersedes all existing contracts and agreements between the Union and the Council and the Members signatory hereto, except for such provisions peculiar to the particular shop or operation of any Council Member as set forth in supplement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

GREATER NEW YORK FOOD
EMPLOYER'S LABOR
RELATIONS COUNCIL

By

.....
Council Member
or Employer

By

AMALGAMATED MEAT CUTTERS
AND RETAIL FOOD STORE EM-
PLOYEES UNION, LOCAL No. 342,
affiliated with the AMALGAMATED
MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA,
AFL-CIO

By

By

SCHEDULE "A"
INCREASES, CLASSIFICATION RATES
PROGRESSION RATES AND PREMIUM PAY

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SECTION I. — GENERAL INCREASES

A. All regular full-time employees who were on the Council Member's payroll on February 4, 1967, shall receive general wage increases as follows:

	Effective February 6, 1967	Effective February 5, 1968	Effective February 3, 1969
1. Meat Department Heads:	\$8 per wk (Minimum base weekly wage rate: \$158.00)	\$5 per wk (Minimum base weekly wage rate: \$163.00)	\$6 per wk (Minimum base weekly wage rate: \$169.00)
2. Journeymen Butchers:	\$8 per wk	\$5 per wk	\$6 per wk
3. Apprentice Butchers:	\$8 per wk	\$5 per wk	\$6 per wk
4. Delicatessen and Seafood Department General Clerks:	\$6 per wk	\$5 per wk	\$5 per wk
5. Weighers and Wrappers: Weighers and Wrappers whose base weekly wage rate on 2/4/67 was \$91.00 or greater:	\$6 per wk or minimum base weekly wage rate of \$98.50, whichever is greater	\$3.50 per wk	Base weekly wage rate of \$106.00

(See p. 21 for details re 2/4/67)

B. All regular part-time employees who were on the Council Member's payroll on February 4, 1967, shall receive wage increases as follows:

Effective February 6, 1967	Effective February 5, 1968	Effective February 3, 1969
15¢ per hr	10¢ per hr	10¢ per hr

SECTION II. — WAGE RATES AND PROGRESSION WAGE SCALES

A. Meat Department Heads:

The following minimum base weekly wage rates are applicable to all regular full-time Meat Department Heads:

Effective February 6, 1967	Effective February 5, 1968	Effective February 3, 1969
\$158.00	\$163.00	\$169.00

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B. Journeyman Butchers:

The following minimum base weekly wage rates are applicable to all regular full-time Journeyman Butchers:

	Effective February 6, 1967	Effective February 5, 1968	Effective February 3, 1969
	\$137.00	\$142.00	\$148.00

C. Extra Journeyman Butchers:

The following wage rates per eight (8) hour work day are applicable to all Extra Journeyman Butchers for the term of this Agreement:

Monday, Tuesday, Wednesday	\$28.00
Thursday, Friday, Saturday	\$30.00

D. Apprentice Butchers:

The following progression wage scales are applicable to all regular full-time Apprentice Butchers:

	Effective February 6, 1967	Effective February 5, 1968	Effective February 3, 1969
After 4 weeks	\$ 82.00	\$ 87.00	\$ 93.00
After 6 months	87.00	92.00	98.00
After 6 months	92.00	97.00	103.00
After 6 months	97.00	102.00	108.00
After 6 months	104.00	109.00	115.00
After 6 months	111.50	116.50	122.50
After 36 months of full-time employment	137.00	142.00	148.00

Apprentice Butchers who have satisfactorily completed the course in the Local 342 Apprentice Training Program for Meat Cutters will, for the sole purpose of establishing their appropriate progression wage scale, be given credit for six (6) months prior service.

E. Delicatessen and Seafood Department General Clerks:

1. The following progression wage scale is applicable to regular full-time General Clerks in the Delicatessen and Seafood Department, hired on or after February 6, 1967:

After 4 weeks	\$ 74.00
After 6 months	79.00
After 6 months	84.00
After 6 months	91.00
After 6 months	98.00
After 6 months	106.00
After 6 months	111.00
Thereafter	116.00

2. General Clerks in the Delicatessen and Seafood Department who were in the employ of the Council Member on February 4, 1967, shall receive the progression wage rates set forth in Paragraph E. 1

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above, increased by the applicable general increases set forth in Section I, Paragraph A. 4 of Schedule "A".

F. Weighers and Wrappers:

1. Regular full-time Weighers and Wrappers who were on the Council Member's payroll on February 4, 1967, and whose base weekly wage rate on that date was less than \$91.00 shall, effective February 6, 1967, receive a general increase of \$6.00 per week and thereafter are to receive a progression wage increase of not more than Five Dollars (\$5.00) per week on each of the following dates, August 7, 1967; February 5, 1968*; August 5, 1968; February 3, 1969*; and August 4, 1969, but in no event shall any of the aforesaid progression wage increases bring an employee's new base weekly wage rate in excess of \$98.50 effective February 6, 1967; \$102.00 effective February 5, 1968; \$106.00 effective February 3, 1969. *The general increase or progression increase, whichever is greater, shall be applicable to the rates outlined above.

2. Regular full-time Weighers and Wrappers hired on or after February 6, 1967, shall, after four (4) weeks of employment with the Council Member, be paid at a base weekly wage rate of not less than \$66.00 (\$69.50 effective February 1, 1968) and thereafter shall receive a progression wage increase of not more than Five Dollars (\$5.00) per week on each of the following dates, August 7, 1967; February 5, 1968; August 5, 1968; February 3, 1969, and August 4, 1969, but in no event shall any of the aforesaid progression wage increases bring an employee's new base weekly wage rate in excess of \$98.50 effective February 6, 1967; \$102.00 effective February 5, 1968; \$106.00 effective February 3, 1969.

G. Part-time Employees (excluding Journeymen Butchers):

1. Regular part-time employees (excluding Journeyman Butchers) who were on the Council Member's payroll on February 4, 1967, shall, in addition to the general increases set forth in Section I, Paragraph B hereinabove, receive a progression wage increase of not more than ten cents (10¢) per hour on each of the following dates, August 7, 1967; August 5, 1968, and August 4, 1969, but in no event shall any of the aforesaid progression wage increases bring an employee's new base hourly wage rate in excess of \$2.10.

2. Regular part-time employees (excluding Journeyman Butchers) hired on or after February 6, 1967, shall, after four (4) weeks of employment with the Council Member, be paid at a base hourly wage rate of not less than \$1.60 (\$1.70 effective February 1, 1968) and shall receive a progression wage increase of not more than ten cents (10¢) per hour on each of the following dates, August 7, 1967; February 5, 1968; August 5, 1968; February 3, 1969, and August 4, 1969, but in no event shall any of the aforesaid progression wage increases bring an employee's new base hourly wage rate in excess of \$2.10.

3. Part-time service shall not be computed in determining full-time progression rates.

**SECTION III
PREMIUM PAY**

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A. Night Crew:

Regular full-time employees assigned to work on a night crew shall be paid a night crew premium of Twelve Dollars and Fifty Cents (\$12.50) per week.

B. Ice Box:

A Journeyman Butcher assigned to ice box work for four (4) or more hours per day shall receive a premium of Two Dollars and Fifty Cents (\$2.50) per day for each such day worked.

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