

1978-1980  
AGREEMENT  
with your  
EMPLOYER  
and the  
HEBREW BUTCHER  
WORKERS UNION  
LOCAL 234 OF  
AMALGAMATED MEAT  
CUTTERS & BUTCHER  
WORKMEN OF N. A.



A.F.L. - C.I.O.

37 UNION SQUARE WEST  
NEW YORK CITY, 10003  
691-0250



7-12/80

## **OFFICERS OF LOCAL 234**

HYMAN DRUCKER ..... President  
ABRAHAM KAPUTKIN ... Vice President  
WILLIAM BEIN ..... Secretary-Treasurer  
GEORGE SANDLER ..... Rec. Secretary

## **EXECUTIVE BOARD**

MAX FLOM  
ISIDORE GOLDSMITH  
IRVING HIPSCHEMAN  
LEO KAMEN  
SAUL KUGLER  
HERMAN LEIBOWITZ  
JULIUS SHORE  
EMANUEL UNGER  
NAT WOLLMAN

## **UNION TRUSTEES**

ROBERT GLUCK                      ISIDORE KATZ  
ALBERT PORES

## **SERGEANTS AT ARMS**

ISAAC MEDJUCK                      MORRIS STEIN

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1938-1939

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## **Witnesseth:**

**Whereas,** the Employer hereby recognizes the Union aforementioned as the only organization truly representing the HEBREW BUTCHER WORKERS UNION OF GREATER NEW YORK, LOCAL 234 and their interests.

**Now, Therefore,** in consideration of the mutual promises hereinafter set forth, the said parties hereto agree to and with each other as follows:

### **Article 1**

#### **Union Shop**

(a) The Employer shall employ solely and exclusively ONLY butchers, wrappers, cashiers, delivery clerks and drivers who are members in good standing in the Union and no others. The term Butcher, Meat Cutter and Meat Wrapper as used herein shall relate to all activities connected with the handling, cutting, preparing, packaging and/or sale of meats, poultry, provisions and allied products and such other items as are sold incidental thereto or for the convenience of the customer. The duties of butchers, meat cutters and meat wrappers shall not be performed by others. All preparation, handling, cutting and packaging of all

fresh or frozen raw meats shall be performed solely and exclusively within the listed premises of the Employer.

(b) Only after securing permission from the Union, in writing, shall the Employer be permitted to train inexperienced persons as meat wrappers for a period of 60 days, all employees so hired shall become and remain members in good standing of the Union on the 61st day following the start of their employment. Those employees that shall have been employed within the meat, poultry or food industry shall not be considered as "inexperienced" and shall therefore join the Union as a condition of employment.

## **ARTICLE 2**

### **Employment of Union Members**

(a) The Union shall, when feasible, furnish the Employer to the best of its ability, with such employees as the Employer may reasonably require, based on the terms and conditions contained within this agreement.

(b) The Employer will not employ any persons through any source except through said Union and that he will not negotiate with anyone regarding the pro-

posed hiring of persons, except through duly authorized officers of said Union or by written consent of said Union.

(c) The employment of nonunion persons on any of the work done by or for the Employer in any shop or shops is a breach going to the essence of this agreement and is deemed by the parties to be a lockout. The Employer shall not, nor shall any officer, director, or partner of the Employer, during the term of this contract, extension or renewal thereof, become, directly or indirectly, interested or associated with any owner or employer in any shop or shops engaged in the business covered by this agreement, which does not employ persons who are members in good standing in the Union. The provision herein covering officers, directors or partners of the Employer, whether they are, or continue to be such officers, directors, and partners of the Employer or not.

(d) Notice in writing signed by the Union to the effect that a member is not in good standing shall be sufficient to require the employer to cease said members' employment within two weeks after said notice. Such Employer shall then obtain another Union worker.

### **ARTICLE 3**

#### **Union Visitation**

The Employer agrees to recognize and deal with such representatives of the Union as it may elect or appoint. The Employer further agrees to permit duly accredited representatives of the Union to visit his shop or shops at any time during working hours for any reason. Duly accredited representatives shall at that time be permitted to discuss with any and all Employees any problems pertinent to the representative being present, for the purpose of resolving said problem.

### **ARTICLE 4**

#### **Payment of Wages**

The Employer shall pay his employees their wages and for work done for him, weekly on a prescribed day.

### **ARTICLE 5**

#### **Vacations**

(a) Full-time employees shall receive two weeks (10 working days) vacation with pay each year.

(b) Part-time employees regularly employed by the same Employer shall have their vacations pro-rated by receiving one (1) day vacation with pay for each twenty (20) days worked, subject to the provisions of paragraph (a) of Article 5.



(c) Those employees who have been employed by the same Employer continuously for six (6) years, shall after the anniversary date of the sixth year then become eligible to receive on a pro-rated basis, three (3) weeks, fifteen (15) working days vacation with pay each year thereafter.

(d) Those employees who have been employed by the same Employer continuously for nine (9) years, shall after the anniversary date of the ninth year then become eligible to receive on a pro-rated basis, four (4) weeks, twenty (20) working days vacation with pay each year thereafter.

(e) Vacations may be taken in July and August; the vacation schedule to have regard for the Employers needs, provided however that all employees shall have not less than thirty (30) days prior notice of their vacation schedule.

(f) Whenever a recognized holiday falls within the vacation period, the vacation shall be extended an additional day or days, or, at the option of the Employer, the employee shall be paid for the holiday in addition to the regular vacation day.

(g) Those full-time employees who work less than a full year shall receive one (1) days vacation with pay for each twenty (20) days of employment but not more than one day vacation in any full month nor more than five (5) days vacation in any six month period as pro-rated in paragraph (a) of Article 5.

(h) In the event of lay-offs, transfer or other termination of the Employers business, vacation pay and sick leave shall become immediately due and payable upon the happening of such event.

(i) Vacation pay and sick leave pay are deemed to be wages payable and enforceable as such.

(j) Vacation shall not affect payments under Article 12 or Article 13 hereof, which shall continue. For any replacements during vacation periods, payments to the Pension Fund or to the Health and Welfare Fund shall not be duplicated. Any Employer granting any unauthorized leave or vacation without permission of the Union shall continue to be liable for payments to the Pension Fund and the Health and Welfare Fund as provided in Article 12 and Article 13 hereof.

## **ARTICLE 6**

### **Jury Service**

Full-time employees who have been employed for six (6) months, regardless of whether the employment began on or after the commencement of this agreement, shall be paid for Jury Service, a sum equal to five (5) days pay within each contract year. Proof of service will be required.

## **ARTICLE 7**

### **Shivah Observance and Funeral Leave**

(a) All full-time employees who have been employed for six (6) months, regardless of whether the employment began before or after the commencement of this agreement, shall be entitled to receive a sum equal to three (3) days pay for time lost resulting from a death in the member's "immediate family." For this purpose "immediate family" shall be deemed to include the employee's spouse, parents, children, brothers and sisters.

(b) In addition, employees shall be entitled to receive a sum equal to one (1) days pay for time lost as a result of attending the funeral of any other close relative. For this purpose "close relative" shall be deemed to include parents-in-

law, brothers and sisters-in-law, grandparents, grandchildren and grandparents-in-law.

## **ARTICLE 8**

### **Sick Leave**

(a) Full-time employees shall be entitled to five (5) days sick leave with pay during each contract year.

(b) If an employee shall fail to take any part of the paid sick leave to which he or she is entitled during any contract year, he or she shall receive one (1) days pay for each day of sick leave not taken during any contract year. Pay for sick leave, not taken, shall be at the employee's rate of pay in effect, and payable on the last work day of such contract year.

(c) An employee whose employment is terminated 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 or she is entitled, the excess paid sick leave shall be deducted from his or her last week's wages.

(d) Sick leave shall be pro-rated,  $\frac{1}{2}$  days pay for each five (5) weeks worked, subject to the provisions of paragraph (a) Article 8.

(e) The Employer shall be required to continue contributions to the Pension Fund and to the Health and Welfare Fund beyond the five days sick leave allocated within this contract, except only under the following conditions; 1) On the day following the hospitalization of the employee. 2) Major illness (absence due to illness lasting more than five (5) consecutive days.

**ARTICLE 9**  
**Kosher (Service and Self-Service) Shops**  
**SCHEDULE OF HOLIDAYS FOR THE YEAR 1978**

Employees shall be paid for all legal and Jewish holidays as provided for within this contract, except for those holidays that fall on a Saturday or Sunday and which are not celebrated on Monday:

**(a) SCHEDULE KOSHER — 1978**

New Year's Day .....	Sunday .....	January 1, 1978
	Celebrated, Monday .....	January 2, 1978
Washington's Birthday .....	Monday .....	February 20, 1978
Memorial Day .....	Monday .....	May 29, 1978
Independence Day .....	Tuesday .....	July 4, 1978
Labor Day .....	Monday .....	September 4, 1978
Election Day (2 hrs. off) .....	Tuesday .....	November 7, 1978
Thanksgiving Day .....	Thursday .....	November 23, 1978
Christmas Day .....	Monday .....	December 25, 1978

Passover — First Days .....	Saturday .....	April 22, 1978
	Sunday .....	April 23, 1978
Passover — Second Days .....	Friday .....	April 28, 1978
	Saturday .....	April 29, 1978
Shevuoth .....	Sunday .....	June 11, 1978
	Monday .....	June 12, 1978
Rosh-Hashonah .....	Monday .....	October 2, 1978
	Tuesday .....	October 3, 1978
Yom Kippur .....	Wednesday .....	October 11, 1978
Succoth — First Days .....	Monday .....	October 16, 1978
	Tuesday .....	October 17, 1978
Succoth — Second Days .....	Monday .....	October 23, 1978
	Tuesday .....	October 24, 1978

(Employers requiring the services of butchers, wrappers cashiers, delivery clerks or drivers on any Union holiday, may, upon request of the Union, obtain such services and the rate of pay shall be at time and one-half in addition to the regular weekly salary.)

**(b) SCHEDULE KOSHER — 1979**

New Year's Day .....	Monday .....	January 1, 1979
Washington's Birthday .....	Monday .....	February 19, 1979
Memorial Day .....	Monday .....	May 28, 1979
Independence Day .....	Wednesday .....	July 4, 1979
Labor Day .....	Monday .....	September 3, 1979
Election Day (2 hrs. off) .....	Tuesday .....	November 6, 1979
Thanksgiving Day .....	Thursday .....	November 22, 1979
Christmas Day .....	Tuesday .....	December 25, 1979
Passover — First Days .....	Thursday .....	April 12, 1979
	Friday .....	April 13, 1979
Passover — Second Days .....	Wednesday .....	April 18, 1979
	Thursday .....	April 19, 1979



Shevuoth .....	Friday .....	June 1, 1979
	Saturday .....	June 2, 1979
Rosh-Hashonah .....	Saturday .....	September 22, 1979
	Sunday .....	September 23, 1979
Yom Kippur .....	Monday .....	October 1, 1979
Succoth — First Days .....	Saturday .....	October 6, 1979
	Sunday .....	October 7, 1979
Succoth — Second Days .....	Saturday .....	October 13, 1979
	Sunday .....	October 14, 1979

(Employers requiring the services of butchers, wrappers, cashiers, delivery clerks or drivers on any Union holiday, may upon request of the Union, obtain such services and the rate of pay shall be at time and one-half in addition to the regular weekly salary.)

### (c) SCHEDULE KOSHER — 1980

New Year's Day .....	Tuesday .....	January 1, 1980
Washington's Birthday .....	Monday .....	February 18, 1980
Memorial Day .....	Monday .....	May 26, 1980
Independence Day .....	Friday .....	July 4, 1980
Labor Day .....	Monday .....	September 1, 1980
Election Day 2 hrs. off) .....	Tuesday .....	November 4, 1980
Thanksgiving Day .....	Thursday .....	November 27, 1980
Christmas Day .....	Thursday .....	December 25, 1980
Passover — First Days .....	Tuesday .....	April 1, 1980
	Wednesday .....	April 2, 1980
Passover — Second Days .....	Monday .....	April 7, 1980
	Tuesday .....	April 8, 1980
Shevouth .....	Wednesday .....	May 21, 1980
	Thursday .....	May 22, 1980
Rosh-Hashonah .....	Thursday .....	September 11, 1980
	Friday .....	September 12, 1980
Yom Kippur .....	Saturday .....	September 20, 1980
Succoth — First Days .....	Thursday .....	September 25, 1980
	Friday .....	September 26, 1980
Succoth — Second Days .....	Thursday .....	October 2, 1980
	Friday .....	October 3, 1980

#### (d) **SCHEDULE OF WORKING HOURS**

A week's work shall consist of forty (40) hours (with one (1) hour off each day for lunch) which shall be divided into five (5) working days, Monday through Friday as follows:

Monday	.....	8:00 A.M. to 5:00 P.M.
Tuesday	.....	8:00 A.M. to 5:00 P.M.
Wednesday	.....	7:30 A.M. to 6:00 P.M.
Thursday	.....	7:30 A.M. to 6:00 P.M.
Friday	.....	8:00 A.M. to 3:00 P.M.

Store hours as listed shall be the only hours allowed, anyone reporting to work before those listed hours or remaining after such listed hours shall be paid at the rate of time and a half for all such hours worked. There shall be no exchange of hours allowed.

(e) The number of hours worked shall be continuous except for coffee breaks in the morning on Monday, Tuesday and Friday and in the afternoons on Tuesday, Wednesday and Thursday to be taken on the premises and which shall not exceed ten (10) minutes. There shall be an interval of one-half hour for breakfast on Wednesday and Thursday and one hour off for lunch from Monday through Friday.

**(f) Minimum Wages for Kosher Service and Self-Service Shops and Fresh Meat Service and Self-Service Shops (based on a forty (40) hour work week).**

(g) Effective January 1, 1978 all butchers, wrappers, delivery clerks and drivers shall receive a wage increase of Seventeen Dollars (\$17.00) per week. All cashiers shall receive a wage increase of Twelve Dollars (\$12.00) per week. The following wages listed are Minimum Wages Only and any employee receiving higher than those listed minimum wages shall receive the listed increase in addition to the wages they may be presently receiving.

(h) 1978 — MINIMUM WAGE			
Self-Service	Weeks Work (40 hours)	Days Work (8 hours)	Hourly Rate
Butchers .....	\$297.00	\$59.40	\$7.42½
Wrappers .....	\$201.00	\$40.20	\$5.02½
Cashiers .....	\$191.00	\$38.20	\$4.77½
<b>Service Stores</b>			
Back Room Butchers .....	\$287.00	\$57.40	\$7.17½
Counter men .....	\$272.00	\$54.40	\$6.80
Cashiers .....	\$191.00	\$38.20	\$4.77½
Butchers/shops			
doing less than \$2,000 per wk. ....	\$231.00	\$46.20	\$5.77½

(i) Effective January 1, 1979 all butchers, wrappers, delivery clerks and drivers shall receive a wage increase of Seventeen Dollars (\$17.00) per week. All cashiers shall receive a wage increase of Twelve Dollars (\$12.00) per week. The wages listed are Minimum Wages Only and any employees receiving more than those listed minimum wages shall receive the listed increase in addition to the wages they are presently receiving.

(j) 1979 — MINIMUM WAGE			
Self-Service	Weeks Work (40 hours)	Days Work (8 hours)	Hourly Rate
Butchers .....	\$314.00	\$62.80	\$7.85
Wrappers .....	\$218.00	\$43.60	\$5.45
Cashiers .....	\$203.00	\$40.60	\$5.07 ½
<b>Service Stores</b>			
Back Room Butchers .....	\$304.00	\$60.80	\$7.60
Counter men .....	\$289.00	\$57.80	\$7.22 ½
Cashiers .....	\$203.00	\$40.60	\$5.07 ½
Butchers/shops			
doing less than \$2,000 per wk. ....	\$248.00	\$49.60	\$6.20

(k) Effective January 1, 1980 all butchers, wrappers, delivery clerks and drivers shall receive a wage increase of Seventeen Dollars (\$17.00) per week. All cashiers shall receive a wage increase of Twelve Dollars (\$12.00) per week. The wages listed are Minimum Wages Only and any employees receiving more than those listed minimum wages shall receive the listed increase in addition to the wages they are presently receiving.

(1) 1980 — MINIMUM WAGE Self-Service	Weeks Work (40 hours)	Days Work (8 hours)	Hourly Rate
Butchers .....	\$331.00	\$66.20	\$8.27½
Wrappers .....	\$235.00	\$47.00	\$5.87½
Cashiers .....	\$215.00	\$43.00	\$5.37½
<b>Service Stores</b>			
Back Room Butchers .....	\$321.00	\$64.20	\$7.65
Counter men .....	\$306.00	\$61.20	\$7.65
Cashiers .....	\$215.00	\$43.00	\$5.37½
Butchers/shops			
doing less than \$2,000 per wk. ....	\$265.00	\$53.00	\$6.62½

(m) Union help will be required in any shops open on Sunday, and the rate of pay shall be Double the employee's regular rate of pay. There shall be no exceptions and any Sunday work is Double Time.

(n) In the event overtime becomes necessary, the Union and the Employer shall work out a schedule for each individual employee. The overtime rate of pay shall be at the rate of time and one-half. With the exception of Sunday work when the rate of pay shall be at the rate of Double Time.

## **ARTICLE 10**

### **On-The-Job Injury**

An employee who is injured in the course of his/her regular employment and who, as a result of such injury, shall be unable to continue work for the remaining part of the day, shall receive eight (8) hours pay for such day, provided, that upon the request of the Employer, he/she present a certificate of a physician who examined the injury and certifies that he/she was unable to continue work that day due to said injury.

## **ARTICLE 11**

### **Summer Resorts**

(a) Employers who conduct a seasonal



Kosher Meat business in the summer resorts shall apply to the Union for butchers, cashiers and wrappers and accept none but those bearing authentic working cards.

(b) Employers contributions to the Health & Welfare Fund and the Pension Fund shall be at the rates listed herein under Articles 12 and 13. All such contributions shall be paid in advance, by separate checks made payable to each Fund.

## **ARTICLE 12**

### **Health and Welfare Fund**

(a) Effective January 1, 1978 the Employer agrees to contribute monthly, within seven (7) days after the expiration of each calendar month, to the Health and Welfare Fund (Distress and Benefit Fund) of the Hebrew Butcher Workers Union, Local 234, the sum of \$20.00 per employee per week. Any Employer requiring help on Sunday shall pay an additional contribution of \$4.00 to the Health and Welfare Fund for that extra day's work.

The principal and income of contributions to the Health and Welfare Fund shall be used for the sole and exclusive benefit of the employees of the Employers contributing thereto and the families and dependents of said employees and for the

payment, on an insured or self-insured basis, of benefits for medical care, life insurance, or such other benefits provided for or permitted pursuant to Section 302 (c) of the Labor-Management Relations Act of 1947, as amended, including the administration and maintenance of said Fund.

(b) For employees who work on a daily basis, the Employer shall contribute the sum of \$4.00 per day regardless of the number of hours worked.

(c) Effective January 1, 1979 the Employer agrees to contribute monthly, within seven (7) days after the expiration of each calendar month, to the Health & Welfare Fund (Distress and Benefit Fund) of the Hebrew Butcher Workers Union, Local 234, the sum of \$22.00 per employee per week. Any Employer requiring help on Sunday shall pay an additional contribution of \$4.40 to the Health and Welfare Fund for that extra day's work.

(d) Effective January 1, 1979 for employees who work on a daily basis, the employer shall contribute the sum of \$4.40 per day regardless of the number of hours worked.

(e) Effective January 1, 1980 the Employer agrees to contribute monthly, within seven (7) days after the expiration of each calendar month, to the Health & Welfare

Fund (Distress and Benefit Fund) of the Hebrew Butcher Workers Union, Local 234, the sum of \$24.00 per employee per week. Any Employer requiring help on Sunday shall pay an additional contribution of \$4.80 to the Health and Welfare Fund for that extra day's work.

(f) Effective January 1, 1980 for employees who work on a daily basis, the employer shall contribute the sum of \$4.80 per day regardless of the number of hours worked.

(g) The failure to make timely contributions shall be regarded as a material breach of this agreement so as to entitle the Union to declare a work stoppage until full payment, including interest thereon at the prevailing rate is made. Any other legal remedy available to the Union and the Fund shall not be deemed to be waived thereby.

(h) Payments shall be made promptly, by separate check payable to the Fund, within seven (7) days after the expiration of each calendar month. It is agreed, however, that there shall be a 7-day grace period to cover the Employer's emergencies or other contingencies. However, in the event that the Employer willfully and repeatedly fails to remit contributions on or before the end of the grace period, the

Employer, in addition to the amount due, shall pay as liquidated damages to the Fund a sum equal to ten (10%) per cent, per annum as pro rated on a monthly basis, such monies as may be past due because of the delinquency. The Employer shall also be fully liable for any costs involved for action taken by the Union in the collection of such delinquent payments.

(i) The Employer shall provide, at no cost to the employees, such statutory disability and accident insurance coverage as may be required pursuant to the laws of the State of New York, and New Jersey.

(j) Fulltime salaried officials and employees of the Union and its related funds shall be deemed to be employees and may participate herein provided the Union shall make contributions on their behalf.

### **ARTICLE 13**

#### **Pension Fund**

(a) Effective January 1, 1978, the Employer agrees to contribute monthly, within seven (7) days after the expiration of each calendar month, to the PENSION FUND of the Hebrew Butcher Workers Union, Local 234 the sum of \$15.00 per employee per week. The principal and income thereof 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, including the administration and maintenance of said Fund.

(b) For employees who work on a daily basis, the Employer shall contribute the sum of \$3.00 per day to the Pension Fund regardless of the number of hours worked. Any Employer requiring help on Sunday shall pay an additional contribution of \$3.00 to the Pension Fund for that extra days work.

(c) Effective January 1, 1979, the Employer agrees to contribute monthly, within seven (7) days after the expiration of each calendar month, to the PENSION FUND of the Hebrew Butcher Workers Union, Local 234 the sum of \$17.00 per employee per week. The principal and income thereof 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, including the administration and maintenance of said Fund.

(d) For employees who work on a daily basis, the Employer shall contribute the sum of \$3.40 per day to the Pension Fund

regardless of the number or hours worked. Any employer requiring help on Sunday shall pay an additional contribution of \$3.40 to the Pension Fund for that extra day's work.

(e) Effective January 1, 1980, the Employer agrees to contribute monthly, within seven (7) days after the expiration of each calendar month, to the PENSION FUND of the Hebrew Butcher Workers Union, Local 234 the sum of \$19.00 per employee per week. The principal and income thereof 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, including the administration and maintenance of said Fund.

(f) For employees who work on a daily basis, the Employer shall contribute the sum of \$3.80 per day to the Pension Fund regardless of the number of hours worked. Any employer requiring help on Sunday shall pay an additional contribution of \$3.80 to the Pension Fund for that extra day's work.

(g) The failure to make timely contributions shall be regarded as a material breach of this agreement so as to entitle the Union to declare a work stoppage

until full payment, including interest thereon at the prevailing rate is made. Any other legal remedy available to the Union and the Fund shall not be deemed to be waived thereby.

(h) Payments shall be made promptly, by separate check payable to the Fund, within seven (7) days after the expiration of each calendar month. It is agreed however, that there shall be a 7-day grace period to cover the Employer's emergencies or other contingencies. However, in the event that the Employer willfully and repeatedly fails to remit contributions on or before the end of the grace period, the Employer, in addition to the amount due, shall pay as liquidated damages to the Fund a sum equal to ten (10%) per cent, per annum as pro rated on a monthly basis, such monies as may be past due because of the delinquency. The Employer shall also be fully liable for any costs involved for action taken by the Union in the collection of such delinquent payments.

(i) Full-time salaried officials and employees of the Union and its related Funds shall be deemed to be employees and may participate herein provided the Union shall make contributions on their behalf.

**ARTICLE 14**  
**Fresh Meat Shops**

**(a) SCHEDULE OF HOLIDAYS FOR THE YEARS 1978-1979-1980**

For employees working in Fresh Meat Shops ONLY, the following holidays shall be observed:

**(b) SCHEDULE OF HOLIDAYS FOR THE YEAR 1978**

New Year's Day .....	Sunday .....	January 1, 1978
	Celebrated, Monday .....	January 2, 1978
Washington's Birthday .....	Monday .....	February 20, 1978
Passover — First Day .....	Saturday .....	April 22, 1978
Passover — Second Day .....	Friday .....	April 28, 1978
Memorial Day .....	Monday .....	May 29, 1978
Independence Day .....	Tuesday .....	July 4, 1978
Labor Day .....	Monday .....	September 4, 1978
Rosh-Hashonah .....	Monday .....	October 2, 1978
Rosh-Hashonah .....	Tuesday .....	October 3, 1978
Columbus Day .....	Monday .....	October 9, 1978
Yom Kippur .....	Wednesday .....	October 11, 1978
Election Day .....	Tuesday .....	November 7, 1978
Thanksgiving Day .....	Thursday .....	November 23, 1978
Christmas Day .....	Monday .....	December 25, 1978



### (c) SCHEDULE OF HOLIDAYS FOR THE YEAR 1979

New Year's Day .....	Monday .....	January 1, 1979
Washington's Birthday .....	Monday .....	February 19, 1979
Passover — First Day .....	Thursday .....	April 12, 1979
Passover — Second Day .....	Wednesday .....	April 18, 1979
Memorial Day .....	Monday .....	May 28, 1979
Independence Day .....	Wednesday .....	July 4, 1979
Labor Day .....	Monday .....	September 3, 1979
Rosh-Hashonah .....	Saturday .....	September 22, 1979
Rosh-Hashonah .....	Sunday .....	September 23, 1979
Yom Kippur .....	Monday .....	October 1, 1979
Columbus Day .....	Monday .....	October 8, 1979
Election Day .....	Tuesday .....	November 6, 1979
Thanksgiving Day .....	Thursday .....	November 22, 1979
Christmas Day .....	Tuesday .....	December 25, 1979

#### (d) SCHEDULE OF HOLIDAYS FOR THE YEAR 1980

New Year's Day .....	Tuesday .....	January 1, 1980
Washington's Birthday .....	Monday .....	February 18, 1980
Passover — First Day .....	Tuesday .....	April 1, 1980
Passover — Second Day .....	Monday .....	April 7, 1980
Memorial Day .....	Monday .....	May 26, 1980
Independence Day .....	Friday .....	July 4, 1980
Labor Day .....	Monday .....	September 1, 1980
Rosh-Hashonah .....	Thursday .....	September 11, 1980
Rosh-Hashonah .....	Friday .....	September 12, 1980
Yom Kippur .....	Saturday .....	September 20, 1980
Columbus Day .....	Monday .....	October 13, 1980
Election Day .....	Tuesday .....	November 4, 1980
Thanksgiving Day .....	Thursday .....	November 27, 1980
Christmas Day .....	Thursday .....	December 25, 1980

(e) **SCHEDULE OF WORKING HOURS**

For employees working in Fresh Meat Shops ONLY, the work week shall be divided into five (5) days, forty (40) hours (with one (1) hour off each day for lunch) which shall be divided into five (5) working days which shall be at the discretion of the Employer, from Monday through Saturday, and the hours shall be as follows:

Monday .....	8:00 A.M. to 5:00 P.M.
Tuesday .....	8:00 A.M. to 5:00 P.M.
Wednesday .....	8:00 A.M. to 5:00 P.M.
Thursday .....	8:00 A.M. to 5:00 P.M.
Friday .....	8:00 A.M. to 5:00 P.M.
Saturday .....	8:00 A.M. to 5:00 P.M.

Store hours as listed shall be the only hours allowed, anyone reporting for work before those listed hours or remaining after such listed hours shall be paid at the rate of time and a half for all such hours worked, there shall be no exchange of hours allowed.

(f) The number of hours worked shall be continuous except for coffee breaks in the mornings and afternoons from Monday through Saturday, to be taken on the premises and which shall not exceed ten (10) minutes.

## **(g) SCHEDULE OF MINIMUM WAGES**

The schedule of minimum wages in all Fresh Meat Shops shall be as provided in Article 9 (g) through (l).

## **ARTICLE 15**

### **No Separate Contracts**

The Employer agrees that he will not during the term of this agreement, extensions or renewals thereof, either directly or indirectly, enter into any contract arrangement dealing with the hiring of butchers, wrappers, cashiers, delivery clerks or drivers with any associations, organization or corporation claiming to be a labor union or claiming to act on behalf of the workers in the meat industry and this agreement shall supersede any and all existing agreements which the Union may have with the Employer.

## **ARTICLE 16**

### **Change in Business**

The Employer agrees that this contract shall cover and be binding upon the shop or shops now owned by him, or any shops that he will in the future own, whether dealing in kosher and/or fresh meats, either as an individual member of a co-partnership or stockholder of a corpora-

tion, and further agrees that if he shall move said shop or shops or change from the sale of kosher meats to fresh meats that this contract shall nevertheless be binding and cover the new location or changed store or stores.

## **ARTICLE 17**

### **Union Sign**

The employer agrees to display the Union's sign in his window, announcing that he conducts a Union Shop. For its use the Employer agrees to pay the Union the sum of Twenty (20) dollars for the three (3) years of the contract. The sum of Twenty (20) dollars is payable upon the signing of said contract. However, the Employer hereby agrees that said sign remain the property of the Union and that the latter shall have the right to withdraw said sign at any time during a strike or any dispute between the parties hereto. It is hereby further agreed that upon notice in writing by the Union, the Employer shall be required to cease displaying the sign and shall surrender same to the Union.

## **ARTICLE 18**

### **Partners and Owners**

An Employer who is an individual owner may take a partner after notice to

the Union of intention to take in such partner and upon satisfactory proof that the proposed partnership is made in good faith. Such proof shall be supplied to the Union and/or its attorney. Evidence of good faith of the partnership shall, among others, include the following:

(a) A partnership agreement providing for the division of profits and losses; if a trade name is used, a certified copy of the certificate of doing business filed with the County Clerk; a statement of the bank where the proposed partnership will carry its account and a certified copy of the resolution showing that the proposed partner is to sign checks with Employer; that the name of the incoming partner appears on the door or window of the store; that a change has been made in the gas, electric and telephone account, showing the entering into the business of the new partner; that accident, fire and compensation insurance is changed, has been or is being changed to bear both names of the partners. No more than two persons shall engage in work in a shop, as partners. Where partners own, operate and control more than one shop either or both of them are prohibited and agree not to perform any butcher work except in the single shop they elect to work in at the time of

the signing of this agreement.

(b) This provision concerning partnerships shall be equally applicable to shops owned by corporations. No more than two officers of such corporation shall be considered as being so financially interested in the corporation as to entitle them to the rights they would have as unincorporated enterprises. In any event such officer or stockholder must by satisfactory proof show a bonafide financial interest in the corporation to entitle him to participation in the business of the corporation as such.

(c) An incoming partner cannot replace a union man.

(d) If the incoming partner is a member of the Union and the partnership is approved then another worker is to be sent in that shop in place of the former member.

## **ARTICLE 19**

### **Discharge and Arbitration**

The Employer shall not discharge any worker after employing him for a period of two weeks or more except as herein provided. To discharge such worker the Employer must first give two weeks written notice by registered mail to the Union setting forth in detail the reason for the

request to discharge. If the Union finds such reason inadequate, it may reject the notice and notify the Employer of its rejection which notice must be given by the Union to the Employer not later than 14 days after the receipt of the notice of intention to discharge. If the Employer feels aggrieved at the rejection, he may, by written notice, demand that the matter be submitted to the New York State Mediation Board. The decision of the arbitrator shall be final and binding upon all parties.

## **ARTICLE 20**

### **Division of Work**

The Employer agrees to abide by the policy of the Union relative to division of work in that he agrees to accept a substitute employee for any one day in every two weeks for each member employed by the Employer.

## **ARTICLE 21**

### **Poultry Business**

The Employer agrees that should he require help in the poultry phase of his business, or should he be financially interested in a poultry business, apart from his butcher business, he will obtain such help from this Union and from no other source.



## **ARTICLE 22**

### **Government Controls — Separability — Benefit Exchange**

In the event that any provision of this Agreement shall at anytime be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Furthermore the Employers agree to immediately renegotiate a benefit that will remain monetarily equal. Pending such exchange benefit, once negotiated its payment shall be retroactive to the date that the previous benefit was ordered discontinued.

## **ARTICLE 23**

It shall be the responsibility of the Employer to provide, at no cost to the employee, such equipment as may be required subject to the standards of the Labor Departments Occupational Safety and Health Administration. (Williams-Steiger Occupational Safety and Health Act of 1970).

## ARTICLE 24

### Term of Agreement

This agreement shall be in force and effect from the 1st day of January 1978 to the 31st day of December 1980.

Date ....., 19...

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto the day and year first above written.

HEBREW BUTCHER WORKERS UNION  
OF GREATER NEW YORK, LOCAL 234

By .....

By .....

EMPLOYER:

.....

By .....

.....

(Corp. name and title)

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## UNION OFFICE HOURS

Your Union office is open the following hours:

Monday .....	9 am To 5 pm
Tuesday .....	9 am To 5 pm
Wednesday .....	9 am To 5 pm
Thursday .....	9 am To 5 pm
Friday .....	9 am To 1 pm

Business Agents can be reached in the Union office on Monday and Tuesday afternoons, and on Friday until 1 pm.

Messages, and requests for return calls may be left at any time.

Members who must contact their Representative after listed office hours, may do so by calling them at their homes.

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