

2-17-67
Memorandum of Agreement made this Day of, 196.....
by and between

hereinafter referred to as the EMPLOYER and the HEBREW BUTCHER WORKERS UNION OF GREATER NEW YORK, Local 234 of the Amalgamated Meat Cutters & Butcher Workmen of North America, affiliated with the A.F.L.-C.I.O. New York City Labor Council, United Hebrew Trades, hereinafter referred to as the Union, for and in behalf of the members thereof now employed and hereafter to be employed by the Employer, and collectively designated as employees:

Witnesseth:

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

Now, Therefore, in consideration of the sum of one (\$1.00) dollar each to the other in hand paid, the receipt of which is hereby mutually acknowledged, and in consideration of the mutual promises hereinafter set forth, the said parties hereto agree to and with each other as follows:

FIRST. Employer shall employ solely and exclusively butchers, wrappers, cashiers, and delivery clerks who are members in good standing in the Union and no others. The term "butcher" and "meat cutter" as used herein shall relate to all activities connected with the handling, cutting, preparing and processing 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 or meat cutters shall not be performed by others.

SECOND: The Union shall furnish the Employer to the best of its ability and within a reasonable time, with such employees as the Employer may reasonably require, on the terms and conditions contained in this agreement.

THIRD: 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.

FOURTH: The Employer will not employ any persons through any source except through the said Union and that he will not negotiate with anybody regarding the proposed hiring of persons, except through duly authorized officers of said Union.

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

VACATIONS

SIXTH: (a) Workers shall receive two weeks (10 working days) vacation with pay each year. Those not working a full year shall receive one (1) day's pay for every month of employment.

(b) Workers regularly employed by the same employer for three (3) or more days per week, shall have their vacations pro-rated, in accordance with section (a).

(c) Workers employed by the same employer continuous for eight (8) or more years shall receive three (3) weeks (15 working days) vacation with pay each year.

(d) Workers employed by the same employer continuously for twelve (12) or more years shall receive four (4) weeks (20 working days) vacation with pay each year.

(e) Vacations shall be taken in July and August; the vacation schedule to have regard for the employer's needs.

(f) Whenever a recognized holiday falls within the vacation period, the vacation shall be extended an additional day.

(g) In the event of lay-offs, sale, transfer or other termination of employer's business, vacation pay shall become immediately due and payable upon the happening of such event.

(h) Vacation pay is deemed to be wages payable and enforceable as such.

(i) Vacations shall not effect payments under section 13(a) hereof, which shall continue, and any replacements during vacation periods, payments to the Distress & Benefit Fund are not to be duplicated.

JURY SERVICE

SEVENTH: The Employer shall pay to employees on Jury Service a sum equal to three (3) days pay.

SHIVAH OBSERVANCE

EIGHTH: Employees shall be entitled to three (3) days pay for time lost as a result of Shiva Observance.

SICK LEAVE

NINTH: 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 three (3) days sick leave with pay during each of the two years this contract is effective. Sick leave shall not be cumulative nor paid for if not used. A doctor's certificate may be required.

TENTH: Employees shall be paid for all Legal and Jewish Holidays, except for those holidays that occur on Saturday and Sunday.

Kosher (Service and Self Service) Meat Shops

Schedule of Holidays for the Year 1967

SUNDAY	January	1, 1967.....	New Year's Day
	(Celebrated on Monday, January 2, 1967)		
WEDNESDAY	February	22, 1967.....	Washington's Birthday
TUESDAY	May	30, 1967.....	Decoration Day
TUESDAY	July	4, 1967.....	Independence Day
MONDAY	September	4, 1967.....	Labor Day
TUESDAY	November	7, 1967.....	Election Day (2 hours off)
THURSDAY	November	23, 1967.....	Thanksgiving Day
MONDAY	December	25, 1967.....	Christmas Day

Employers requiring services of men on Washington's Birthday and Decoration Day may, upon request to the Union, obtain such services and shall pay \$35.00 for each day in addition to the regular weekly salary.)

PASSOVER — First Days	Tuesday	April 25, 1967
	Wednesday	April 26, 1967
PASSOVER — Second Days	Monday	May 1, 1967
	Tuesday	May 2, 1967
SHEVUOTH	Wednesday	June 14, 1967
	Thursday	June 15, 1967
ROSH-HASHONAH	Thursday	Oct. 5, 1967
	Friday	Oct. 6, 1967
YOM-KIPPUR	Saturday	Oct. 14, 1967
SUCCOTH — First Days	Thursday	Oct. 19, 1967
	Friday	Oct. 20, 1967
SUCCOTH — Second Days	Thursday	Oct. 26, 1967
	Friday	Oct. 27, 1967

Kosher (Service and Self Service) Meat Shops

Schedule of Holidays for the Year 1968

MONDAY	January	1, 1968.....	New Year's Day
THURSDAY	February	22, 1968.....	Washington's Birthday
THURSDAY	May	30, 1968.....	Decoration Day
THURSDAY	July	4, 1968.....	Independence Day
MONDAY	September	2, 1968.....	Labor Day
TUESDAY	November	5, 1968.....	Election Day (2 hours off)
THURSDAY	November	28, 1968.....	Thanksgiving Day
WEDNESDAY	December	25, 1968.....	Christmas Day

(Employers requiring services of men on Washington's Birthday and Decoration Day may, upon request of the Union, obtain such services and shall pay \$35.00 for each day in addition to the regular weekly salary.)

PASSOVER — First Days	Saturday	April 13, 1968
	Sunday	April 14, 1968
PASSOVER — Second Days	Friday	April 19, 1968
	Saturday	April 20, 1968
SHEVUOTH	Sunday	June 2, 1968
	Monday	June 3, 1968
ROSH-HASHONAH	Monday	Sept. 23, 1968
	Tuesday	Sept. 24, 1968
YOM-KIPPUR	Wednesday	Oct. 2, 1968
SUCCOTH — First Days	Monday	Oct. 7, 1968
	Tuesday	Oct. 8, 1968
SUCCOTH — Second Days	Monday	Oct. 14, 1968
	Tuesday	Oct. 15, 1968

Kosher Service Meat Shops

Schedule of Working Hours

ELEVENTH: (a) A week's work shall consist of 40 hours for the years 1967 and 1968, which shall be divided into five working days. The number of hours each week day shall be continuous, except for an interval of one half hour for breakfast and one hour for lunch. The following shall be the schedule:

- (b) 1967 and 1968
- | | |
|-----------------|------------------------|
| MONDAY | 8:00 A.M. to 5:00 P.M. |
| TUESDAY | 8:00 A.M. to 5:00 P.M. |
| WEDNESDAY | 7:00 A.M. to 6:00 P.M. |
| THURSDAY | 7:00 A.M. to 6:00 P.M. |
| FRIDAY | 8:00 A.M. to 3:30 P.M. |
- (c) Back Room Meat Cuttersminimum weekly wage \$150.00
Counter menminimum weekly wage \$135.00
Butchers in stores doing
less than \$2000 weeklyminimum weekly wage \$125.00
Butchersminimum daily wage \$ 30.00
Butchers in stores doing
less than \$2000 weeklyminimum daily wage \$ 25.00
Back Room Meat Cuttersgeneral increase \$ 10.00 per week
Butchers and Counter mengeneral increase \$ 5.00 per week

(d) In the event overtime becomes necessary, the Union and Employer will work out a schedule. No more than five (5) overtime hours, in each week will be permitted, for each individual employee. The overtime rate of pay shall be five dollars (\$5.00) per hour.

Summer Resorts

TWELFTH: (a) Employers who conduct kosher meat businesses in the summer resorts shall apply to the Union for butchers and accept none but those bearing authentic working cards.

(b) Employer's contributions to the Distress and Benefit Fund shall be \$100.00 for the years 1967, and 1968, per worker for the full summer season of ten weeks, payable in advance of the workers commencement of work.

Health, Welfare and Pension Payments

THIRTEENTH: (a) The Employer shall pay to the Health, Welfare and Pension Fund of the Union, the sum of \$11 for the year 1967 and \$12 for the year 1968, for each worker employed by him and covered by this agreement. Such payment shall be made in installments based on the number of employees. The installments shall be paid on the first working day in January, April, July and October. At the option of employer payment may be made upon signing of this agreement for the entire year based upon the number of men working. Any excess of payments or adjustments due to fluctuation in number of men employed shall be refunded, credited or paid when ascertained.

(b) Employers shall pay for employees who work on a daily basis \$2 toward the Health, Welfare and Pension Fund for each day worked. Payment shall be made to the employee together with his wages and will be remitted by him to the Union. Payment to the employee shall be deemed payment to the Union which shall send receipt therefor when received.

(c) For the year 1967 out of the weekly payment of \$11 per steady employee, \$7 shall be allocated to the Health and Welfare Fund and \$4 to the Pension Fund.

(d) For the year 1968 out of the weekly payment of \$12 per steady employee, \$8 shall be allocated to the Health and Welfare Fund and \$4 to the Pension Fund.

(e) 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 to the DISTRESS and BENEFIT FUND of the HEBREW BUTCHER WORKERS UNION LOCAL No. 234, shall be considered as wages and have priority as such as provided in said Act or such laws with respect to wages.

(f) The failure to make timely payments of the aforesaid shall be regarded as a breach of this agreement so as to entitle the Union to declare a strike. All other remedies available to the Union, however, shall not be waived.

Self-Service Stores

FOURTEENTH: (a) The minimum weekly rate for butchers and meat cutters shall be \$160.

(b) The minimum daily rate for butchers and meat cutters shall be \$35.

(c) The minimum weekly rate for wrappers, cashiers and delivery clerks shall be \$85.

(d) All butchers shall receive a general increase of \$10 per week.

(e) All cashiers, wrappers and delivery clerks shall receive a general increase of \$5. per week.

(f) The overtime rate for wrappers, cashiers and delivery clerks shall be \$3.00 per hour.

(g) The overtime rate for butchers and meat cutters shall be \$5 per hour.

(h) A week's work shall consist of 40 hours divided equally into 5 working days. The number of hours worked each day shall be continuous, except for an interval of 1/2 hour for breakfast and 1 hour for lunch.

Schedule of Working Hours

1967 - 1968	
MONDAY	8:00 A.M. to 5:00 P.M.
TUESDAY	8:00 A.M. to 5:00 P.M.
WEDNESDAY	7:00 A.M. to 6:00 P.M.
THURSDAY	7:00 A.M. to 6:00 P.M.
FRIDAY	8:00 A.M. to 3:30 P.M.

FIFTEENTH:

Fresh Meat Shops
Schedule of Holidays for the Year 1967

SUNDAY	January	1, 1967.....	New Year's Day (Celebrated on Monday, January 2, 1967)
WEDNESDAY	February	22, 1967.....	Washington's Birthday
TUESDAY	May	30, 1967.....	Decoration Day
TUESDAY	July	4, 1967.....	Independence Day
MONDAY	September	4, 1967.....	Labor Day
THURSDAY	October	5, 1967.....	Rosh Hashonah
FRIDAY	October	6, 1967.....	Rosh Hashonah
SATURDAY	October	14, 1967.....	Yom Kippur
TUESDAY	November	7, 1967.....	Election Day (2 hours off)
THURSDAY	November	23, 1967.....	Thanksgiving Day
MONDAY	December	25, 1967.....	Christmas Day

Fresh Meat Shops
Schedule of Holidays for the Year 1968

MONDAY	January	1, 1968.....	New Year's Day
THURSDAY	February	22, 1968.....	Washington's Birthday
THURSDAY	May	30, 1968.....	Decoration Day
THURSDAY	July	4, 1968.....	Independence Day
MONDAY	September	2, 1968.....	Labor Day
MONDAY	September	23, 1968.....	Rosh Hashonah
TUESDAY	September	24, 1968.....	Rosh Hashonah
WEDNESDAY	October	2, 1968.....	Yom Kippur
TUESDAY	November	5, 1968.....	Election Day (2 hours off)
THURSDAY	November	28, 1968.....	Thanksgiving Day
WEDNESDAY	December	25, 1968.....	Christmas Day

The above days shall be the holiday schedule and when work on any holiday or part thereof is not called for there shall be no loss of pay.

Fresh Meat Shops
Schedule of Working Hours

1967 and 1968	
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	7:30 A.M. to 6:00 P.M.
SATURDAY	7:00 A.M. to 5:00 P.M.

(a) For the years 1967 and 1968 there shall be one day off for regular full time employees for every week worked which includes the 6th day, without loss of pay.

(b) back-room butchersminimum weekly rate
(5 day week) \$150.00

(c) countermen and butchersminimum weekly rate
(5 day week) \$135.00

(d) butchersminimum daily rate \$ 30.00

(e) back-room butchersgeneral increase \$ 10.00 per week

(f) countermengeneral increase \$ 5.00 per week

(g) In the event overtime becomes necessary, the Union and Employer will work out a schedule. No more than five (5) overtime hours, in each week will be permitted, for each individual employee. The overtime rate of pay shall be five dollars (\$5.00) per hour.

SIXTEENTH: 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 or arrangement dealing with the hiring of butchers with any associations, organization or corporation claiming to be a labor union or claiming to act on behalf of the workers in the butcher industry and this agreement shall supersede any and all existing agreements which the Union may have with the Employer.

SEVENTEENTH: The employment of non-union persons on any of the work done by or for the Employer in any of his shop or shops is a breach going to the very 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 shall remain binding upon such officers, directors or partners of the Employer, whether they are or continue to be such officers, directors, and partners of the Employer or not.

EIGHTEENTH: 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 corporation, 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.

NINETEENTH: 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 Ten (\$10.00) dollars each year. 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.

TWENTIETH: 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 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 corporations 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.

TWENTY-FIRST: 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 member's employment within two weeks after said notice. Such Employer shall then obtain another union worker.

TWENTY-SECOND: 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 a Board of Arbitration to consist of five persons, two members to be selected by the Union, two by the Employer who must be employers under contract with the Union, and the fifth to be chosen by the four so elected to act as Impartial Chairman. A decision of the majority of the Board of Arbitration shall be final and binding upon all parties.

TWENTY-THIRD: 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.

TWENTY-FOURTH: 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.

TWENTY-FIFTH: This agreement shall go into effect immediately and remain in effect until 12 midnight of December 14th, 1968, unless written notice of intention to modify this agreement as to wages and hours of employment is given at least 30 days prior to December 17th, 1967 such notice may be in writing or by publication in Jewish or English newspapers.

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

BUTCHERS UNION OF GREATER NEW YORK
LOCAL 234 of the AMALGAMATED MEAT
CUTTERS AND BUTCHER WORKMEN OF
NORTH AMERICA, A.F.L.-C.I.O.

By
(Employer)

By
(Employer)

By
(Union)

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

6734

February 15, 1967

Mr. Joseph Belsky, Secretary
Amalgamated Meat Cutters and Butcher
Workmen of North America local #234
37 Union Square
New York, New York 10003

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) **between the Kosher Meat Markets, New York, New York and the Amalgamated Meat Cutters and Butcher Workmen of North America local #234.**

The agreement we have on file expired in December 1966.

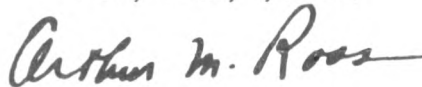
Would you please send us a copy of your current agreement* with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

* In addition, we would also appreciate your sending us copies of your Health Insurance and Pension agreements.

Very truly yours,



Arthur M. Ross
Commissioner

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1500

2. Number and location of establishments covered by agreement

Kosher retail markets Greater NYC

3. Product, service, or type of business

Kosher meats + poultry

4. If previous agreement has been extended without change, indicate new expiration date

Joseph Belsky
37 Union Sq. W.
(Your name)
(Street)

Secretary
NYC
(Position)
(City and State)