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12-17-1972

No Employer and Amalgamated Meat Cutters and Butcher Workmen of North America Local 234, Hebrew Butcher Workers Union

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No Employer and Amalgamated Meat Cutters and Butcher Workmen of North America Local 234, Hebrew Butcher Workers Union

Location

New York, NY

Effective Date

12-17-1972

Expiration Date

12-16-1973

Number of Workers

1060

Employer

No employer specified

Union

Hebrew Butcher Workers Union of Greater New York

Union Local

234

NAICS

44

Sector

P

Item ID

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Comments

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Agreement made this day of, 1972

.....
(Name of Employer)

.....
(Address)

hereinafter referred to as the "EMPLOYER" and the HEBREW BUTCHER WORKERS UNION OF GREATER NEW YORK, LOCAL 234 of America, (affiliated with the A.F.L.-C.I.O., New York City Central Labor Council, United Hebrew Trade, Long Island Federation of Labor) 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 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 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/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. All preparation, handling, cutting and packaging of fresh or frozen raw meats shall be performed solely on the premises of the Employer.

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(b) The Employer shall be permitted to train wrappers and cashiers for a period of 60 days. These temporary workers shall not have been members of any local union in the meat or poultry industry. Trainees remaining on the job for 60 days shall become members of the Union after this training period.

ARTICLE 2

Employment of Union Members

(a) 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.

(b) 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.

2 ✓
(c) The employment of nonunion 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.

(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.

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

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20

(a) Workers shall receive two weeks (10 working days) vacation with pay each year.

(b) Part-time employees regularly employed by the same Employer for three (3) days per week shall have their vacations pro-rated by receiving one (1) day's vacation with pay for each twenty (20) days worked, subject to the provisions of paragraph (a). *D 32*
1

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

(d) Workers employed by the same Employer continuously for six (6) or more years shall receive three (3) weeks (15 working days) vacation with pay each year. *

(e) Workers employed by the same Employer continuously for nine (9) or more years shall receive four (4) weeks (20 working days) vacation with pay each year. *D 1730*
40

(f) Vacations shall be taken in July and August; the vacation schedule to have regard for the Employer's needs, provided all employees shall have at least 30 days notice of their vacation schedule.

(g) Whenever a recognized holiday falls within the vacation period, the vacation shall be extended an additional day or, at the option of the Employer, he shall be paid for the holiday in addition to his vacation pay.

(h) 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.

(i) Vacation pay is 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.

(k) Those employees who do not work a full year shall receive one (1) day's vacation pay for every month of employment pro-rated as provided in paragraph (a).

ARTICLE 6

Jury Service

C43
Full-time employees who have been employed for six (6) months, regardless of whether the employment began before on or after the commencement of this agreement, shall be paid for Jury Service, a sum equal to three (3) days pay.

ARTICLE 7

Shivah Observance and Funeral Leave

C42
/ (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

C44
/ (a) Full-time employees whose employment commenced at any time before or on the first day of any contract year shall during such contract year be entitled to five (5) days sick leave with pay, and employees whose employment commenced after the first work day of any contract year shall, during such contract year, be entitled to paid sick leave proportionate to the part of the contract year worked, provided that no employees shall be entitled to paid sick leave during the first six months of his employment, and provided further that upon completion by a new employee of his first six months of continuous employment, his right to paid sick leave shall be retroactive as follows:

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

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

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

(c) An employee who has been employed for at least six (6) months and whose employment is terminated during and before the end of any contract year shall, during such contract year, be entitled to paid sick leave proportionate to the part of the contract year worked. If such employee shall have already received paid sick leave in excess of the proportionate paid sick leave to which he is entitled, the excess paid sick leave shall be deducted from his last week's pay.

ARTICLE 9

C-67-69
070

Kosher (Service and Self-Service) Meat Shops

(a) SCHEDULE OF HOLIDAYS FOR THE YEAR 1973

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:

New Year's Day	Monday	January 1, 1973
Washington's Birthday	Monday	February 19, 1973
Memorial Day	Monday	May 28, 1973
Independence Day	Wednesday	July 4, 1973
Labor Day	Monday	September 3, 1973
Election Day (2 hrs. off)	Tuesday	November 6, 1973
Thanksgiving Day	Thursday	November 22, 1973
Christmas Day	Tuesday	December 25, 1973

(Employers requiring the services of butchers, wrappers, cashiers or delivery clerks on Washington's Birthday or Memorial Day 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-202
250

Passover — First Days	Tuesday	April 17, 1973
	Wednesday	April 18, 1973
Passover — Second Days ...	Monday	April 23, 1973
	Tuesday	April 24, 1973
Shevuoth	Wednesday	June 6, 1973
	Thursday	June 7, 1973
Rosh-Hashonah	Thursday	September 27, 1973
	Friday	September 28, 1973
Yom Kippur	Saturday	October 6, 1973
Succoth — First Days	Thursday	October 11, 1973
	Friday	October 12, 1973
Succoth — Second Days	Thursday	October 18, 1972
	Friday	October 19, 1973

(b) **SCHEDULE OF WORKING HOURS**

*B48.50
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(1) 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:

*046.47
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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.

*C45.46
20*

(2) The number of hours worked shall be continuous except for a coffee break in the morning on Monday, Thursday and Friday, to be taken on the premises and which shall not exceed ten (10) minutes. There shall also be an afternoon coffee break on Tuesday, Wednesday and Thursday, to be taken on the premises, not to exceed ten (10) minutes. There shall be an interval of one-half hour for breakfast on Wednesdays and Thursdays.

C50

(c) **Minimum Wages for Kosher Service and Self-Service Meat Shops and Fresh Meat Service and Self-Service Shops**

(1) Effective January 1, 1973, all employees shall receive an increase of Ten (\$10.00) Dollars per week.

C30

C25

Self-Service	Weeks Work (40 hours)	Days Work (8 hours)
Butchers	\$226.00	\$45.20
Wrappers	\$130.00	\$26.00
Cashiers	\$125.00	\$25.00
Service Stores		
Back Room Butchers	\$216.00	\$43.20
Counter men	\$201.00	\$40.20
Shops doing less than \$2,000 per week...	\$170.00	\$34.00

B38

*C10.12
200*

(2) Union help will be required in any stores open on Sunday, and the rate of pay shall be DOUBLE the employee's regular rate of pay. In the event however that Sunday work shall become necessary prior to the Jewish Holidays, five Sundays have been set aside and the rate of pay for these days shall be at the rate of time and one-half. The five (5) Sundays set aside as per contract are:

- April 15, 1973
- April 21, 1973
- September 23, 1973
- October 7, 1973
- October 14, 1973

B51-52
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(3) In the event overtime becomes necessary Monday through Friday, the Union and the Employer will work out a schedule for each individual employee. The overtime rate of pay shall be at the rate of time and one-half.

B53-53
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ARTICLE 10

On-The-Job Injury

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

ARTICLE 11

Summer Resorts

(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) Employers' contributions to the Health and Welfare Fund shall be \$96.00 per employee for the full summer season. Employers' contributions to the Pension Fund shall be \$80.00 per employee for the full summer season. All contributions shall be paid in advance, by separate check payable to each Fund.

ARTICLE 12

Health and Welfare Fund

(a) Effective January 1, 1973, 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 \$12.00 per employee per week. The principal and income thereof shall be used for the sole and exclusive benefit of the employees of the Employers contributing thereto and the families and the dependents of said em-

ployees 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 \$2.40 per day. In stores doing less than \$2,000 per week, the daily contribution rate shall be \$2.00.

(c) 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.

(d) 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 of the delinquency.

(e) 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.

(f) 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 13

Pension Fund

(a) Effective January 1, 1973, 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 \$10.00 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 \$2.00 per day. In stores doing less than \$2,000 business per week, the daily contribution rate shall be \$2.00 per day to the Pension Fund.

(c) 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.

(d) Payments shall be due 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 of the delinquency.

(e) 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 YEAR 1973

For employees working in Fresh Meat Shops only, the following holidays shall be observed in the year 1973:

New Years Day	Monday	January 1, 1973
Washington's Birthday	Monday	February 19, 1973
Passover — First Day	Tuesday	April 17, 1973
Passover — Second Day	Monday	April 23, 1973
Memorial Day	Monday	May 28, 1973
Independence Day	Wednesday	July 4, 1973
Labor Day	Monday	September 3, 1973
Rosh-Hashonah	Thursday	September 28, 1973

Rosh-Hashonah	Friday	September 28, 1973
Yom Kippur	Saturday	October 6, 1973
Columbus Day	Monday	October 8, 1973
Election Day	Tuesday	November 6, 1973
Thanksgiving Day	Thursday	November 22, 1973
Christmas Day	Tuesday	December 25, 1973

(b) SCHEDULE OF WORKING HOURS

For employees working in Fresh Meat Shops only, the work week shall be divided into five (5) days, and the following shall be the schedule of hours:

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.

In the event overtime is necessary, the Employer and the Union will work out a schedule for each individual employee. The overtime rate of pay shall be time and one-half (1½ the regular rate.

Each employee shall be entitled to a lunch period of one (1) hour each day. Each employee shall be entitled to a coffee break in the morning on Monday, Tuesday and Friday which shall not exceed ten (10) minutes and which shall be taken on the premises. In addition, there shall be an afternoon coffee break on Monday through Friday which shall not exceed ten (10) minutes and which shall be taken on the premises.

(c) SCHEDULE OF MINIMUM WAGES

✓ The Schedule of Minimum Wages in Fresh Meat Shops shall be as provided in Article 9 (c).

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 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.

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 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.

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 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.

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 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

246
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

It is the belief of the parties hereto that all of the foregoing benefits are consistent with the present wage guidelines of the Pay Board and the Cost of Living Council and that all of the benefits and improvements hereinabove set forth therefore shall be implemented immediately. The parties agree to cooperate in submitting such notice and material to appropriate regulatory agencies as may be required by current regulations. In the event governmental restrictions should operate to deny the implementation of any provision of this agreement, the parties shall immediately meet and confer regarding the subject matter of any of those provisions and shall use good faith efforts to agree on substitute provisions of equal value so as to provide the full benefit value of each such provision, subject to the approval of the Pay Board or the Internal Revenue Service, if required.

ARTICLE 23
Term of Agreement

This agreement shall be in force and effect from the 17th day of December 1972 to the 16th day of December 1973.

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:

.....

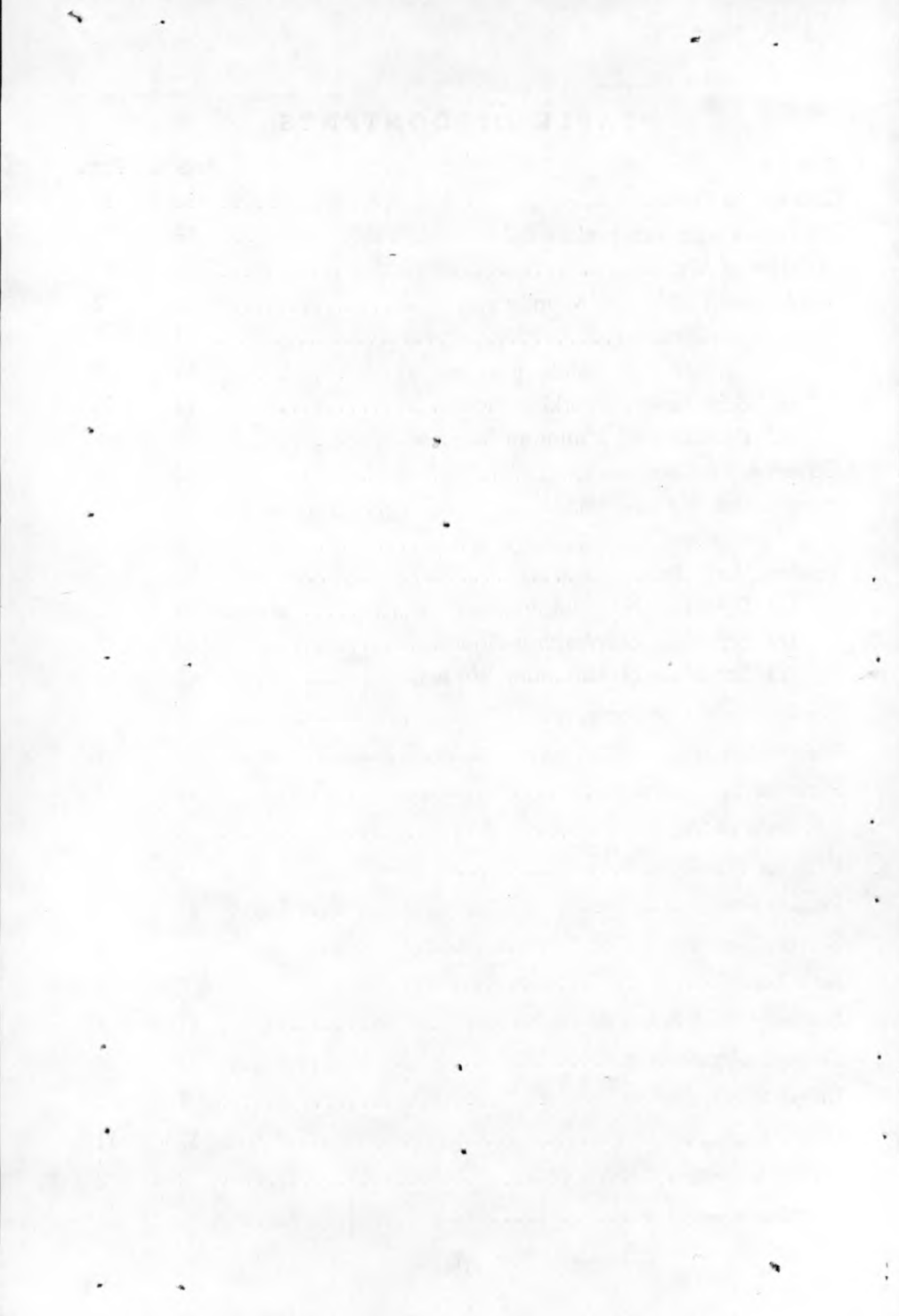
By.....

.....

(Title)

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U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212
May 29, 1973



MAN 11 1973

Amalgamated Meat Cutters and
Butcher Workmen of North America,
Local #234
37 Union Square West
New York, New York 10003

Gentlemen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we would like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,

Geoffrey H. Moore
GEOFFREY H. MOORE
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Kosher Meat Markets in New York	Local #234	1060

recorded
FMR