

AGREEMENT

Between

and

MEAT CUTTERS UNION

LOCAL 665

Affiliated with the

CENTRAL TRADES & LABOR COUNCIL
AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF N. A.
AMERICAN FEDERATION OF LABOR

1841 BROADWAY
At Columbus Circle
NEW YORK, N. Y.

COlumbus 5-3253

Dates

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ARTICLES OF AGREEMENT governing the Retail Meat Markets in the City of New York by and between YE OLDE NEW YORK BRANCH, together with such proprietors of meat markets who are members of Ye Olde New York Branch hereinafter referred to as the "Employers" and who shall attach their signatures hereto, and the MEAT CUTTERS UNION, LOCAL 665 of the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the American Federation of Labor, Central Trades and Labor Council, hereinafter called "The Union."

WITNESSETH :

WHEREAS, the parties hereto deem it to be to their mutual interests to establish working conditions which are fair and equitable to all Employees and Employers.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, said parties do hereby agree as follows:

FIRST: The Employer shall employ solely and exclusively members in good standing in the Union and no 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 representatives of the Union. Union business between the representative of the Union and the Employee shall not be transacted during business hours.

FOURTH: Nine (9) hours shall constitute a basic work day for five days a week, and fourteen (14) hours shall constitute the basic work day on Saturday. No Employee shall work on Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and New Year's Day. On Lincoln's birthday, Washington's birthday, Columbus Day and Election Day the Employee shall be required to work a half day. No overtime shall be required except during the two (2) days preceding Thanksgiving, Christmas and New Year's Day. It is further provided that if any Employee is required to work over fifty (50) hours during the week in which one of those holidays falls, the Employee shall receive an equal number of hours off the following week, except that during the week between Christmas and New Year's no time off shall be allowed. The time off for the overtime before Christmas and New Year's shall be taken off during the two weeks following New Year's. An equal number of overtime hours shall be allowed off during each of these two weeks. The number of hours each work day shall be continuous except for an interval of one (1) hour for lunch and one-half ($\frac{1}{2}$) hour for supper on Saturday and on each of such days as overtime is required. The Employee is to be dressed and ready for work at the time fixed for the commencement of the day's work.

FIFTH: The minimum wage for first class meat cutters shall be Thirty-five (\$35.00) dollars per week, and the Employer shall have a trial period of two (2) weeks, after which he shall not discharge the Employee except as provided for in Article Seventh. Extra men shall receive \$8.00 for all days, except Saturday and the days preceding holidays when they shall receive \$10.00. Any disagreement concerning wages of any Employee, whether he is a first class meat cutter or not, that may arise between the Employer and the representative of the Union, shall be referred to the Arbitration Board hereinafter provided for.

SIXTH: The Employer agrees to employ all additional help through the Union, and in the event that the Union cannot furnish the help required within a reasonable time, then the Employer may hire a non-union man, provided, however, that the Employee shall make an application at the time of the commencement of employment and become a member in good standing within fifteen (15) days. The transfer of an Employee from one shop to another shop owned by the same Employer shall be permitted.

SEVENTH: The Employer shall not discharge the Employee after employing him for a period of two (2) weeks or more except as provided for in this article. In cases of drunkenness, dishonesty or insults to customers, an Employer shall have the right to immediately discharge an Employee. To discharge an Employee, except in cases of drunkenness, dishonesty, or insult to customers, the Employer must first give one (1) week written notice by registered mail received by the Union setting forth in detail the reasons for the

proposed discharge. If the Union finds such reasons adequate, it may grant such request. If it finds such reasons inadequate then within a period of three (3) days, it shall notify the Employer of its rejection of the request for the discharge of the Employee. If the Employer and the Union cannot settle the dispute satisfactorily, the matter shall be submitted to the Arbitration Board hereinafter provided. In the event that any Employee is discharged under the terms of this article for drunkenness, dishonesty or insult to customers, and the Arbitration Board hereinafter provided shall find that the Employee was unjustly discharged, he shall be reinstated and reimbursed for the period during which he was unemployed.

EIGHTH: The Employer agrees to display the union sign in his window announcing that he conducts a union shop and for its use the Employer agrees to pay the Union the sum of Two and 50/100 (\$2.50) dollars, provided, however, that the Employer agrees that such sign always remains the property of the Union.

NINTH: It is further agreed that sufficient time shall be given to all Employees to clean up and properly take care of all meats and place the market in a sanitary condition, and still leave the place of employment at the closing hour. However, it is understood that all customers shall be served who shall have come into the meat market on or before the closing hour, but no retail customer will be served who comes into the market after the closing hour.

TENTH: The Employer agrees that this contract is and shall be binding upon the shop or shops now owned by him or any shop that he will in the future own in the Borough of Manhattan either as an individual, member of a partnership or as a stockholder of any corporation, and further agrees that if he shall move said shop or shops anywhere in the Borough of Manhattan from its or their present location, that this contract shall be binding upon the newly located shop or shops.

ELEVENTH: The Union and affiliated locals agree to furnish men who will work to the best interests of the Employer in every way and will give honest and diligent service to the Employer's establishment and who will do everything in their power to the end that the business of the Employer shall be conducted in a proper and profitable manner.

TWELFTH: The Employer agrees that not more than two (2) partners or persons having a financial interest in the shop shall be permitted to work therein, and that the remainder of the staff shall be members of the Union as aforesaid.

THIRTEENTH: No non-union man shall be employed in any union shop at any time except as provided for in Article Sixth.

FOURTEENTH: The Employer agrees to discharge any Employee upon receipt of written notice from the Union that the Employee is not a member in good standing of the Union.

FIFTEENTH: The Employer agrees to carry such compensation insurance for each and every worker employed as is required by the Workmen's Compensation Law of the State of New York.

SIXTEENTH: It is further understood and agreed that any dispute arising between the parties which cannot be adjusted between the Employer and the representative of the Union, and before the Employer can discharge any Employee, except as provided for in Article Seventh, such dispute or disputes shall first be submitted to a Board of Arbitration.

ADMINISTRATION OF THE AGREEMENT

SEVENTEENTH: The services of the Arbitration Board shall only be available to members of the Ye Olde New York Branch and the Union in good standing.

EIGHTEENTH: There shall be no picketing, strike, or lockout until the matter in dispute shall have been submitted to the Arbitration Board which shall render its decision within one (1) week.

NINETEENTH: The Board of Arbitration shall consist of three representatives of the Union and three

representatives of the Ye Olde New York Branch, and in case the six members of the Arbitration Board are unable to agree, they shall select an Impartial Chairman, and the decision of the majority shall be binding upon the parties.

Any costs incurred in securing the services of an impartial chairman, shall be borne equally by the Union and the Employer.

TWENTIETH: Such Arbitration Board shall meet within one week after notification of a matter for arbitration from either the Union or the Ye Olde New York Branch or the Employer at an hour and place to be agreed upon by the members of the Arbitration Board.

TWENTY-FIRST: It is further agreed that the contracts now in existence between said meat dealers as are now members of the Ye Olde New York Branch of the New York State Association of Retail Meat Dealers and Meat Cutters' Union, Local 665, Amalgamated Meat Cutters and Butchers Workmen of North America, affiliated with the American Federation of Labor, shall be considered null and void upon the signing of this agreement by such member of the Association now having contracts with the union, and that the signing of this agreement shall be the new agreement between all members of the Ye Olde New York Branch of the New York State Association of Retail Meat Dealers and Meat Cutters' Union, Local 665, Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the American Federation of Labor, within thirty (30) Days, and the terms and conditions as to hours of employment and wages shall continue in full force and effect from the date of the signing of this agreement up to the time of the expiration thereof and shall apply to any renewals or extensions of this agreement pursuant to the terms and conditions set forth herein.

TWENTY-SECOND: The agreement shall commence at once and terminate midnight, May 31, 1938. Two (2) months before the expiration of the agreement, the Arbitration Board shall meet to take up the question of renewal, revision or modification of this agreement.

YE OLDE NEW YORK BRANCH OF THE NEW YORK STATE
ASSOCIATION OF RETAIL MEAT DEALERS

By.....
By.....
By.....

AMALGAMATED MEAT CUTTERS & BUTCHER WORKMEN
OF NORTH AMERICA, MEAT CUTTERS' UNION, LOCAL 665

By.....
By.....

Stores located at.....
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