

A G R E E M E N T

--**--

SECTION 1: This agreement, entered into March 1st, 1937, between the undersigned Master Butchers of Bakersfield, East Bakersfield, Oildale, in the County of Kern, State of California, the party of the first part (hereinafter known as the Employers), and the Butchers' Union, Local No. 193, of the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the A. F. of L., party of the second part (hereinafter known as the Union).

SECTION 2: When in need of help, the employer agrees to give preference to members of the Union in good standing. If at any time the Union cannot furnish the employer with help that is in good standing with the Union, the employer may employ others, providing such employees make immediate application for membership in the Union, and only whose application is acceptable to the Union to be employed,

SECTION 3: (a) Nine hours shall constitute a day's work for meat cutters, apprentice meat cutters, sausage makers and wagon drivers employed in sausage factories and meat markets.

(b) The nine hours of article (a) shall be worked on straight time allowing, not less than one nor more than two uninterrupted hours for lunch.

(c) ~~A days work shall start at 8 A.M., and all work shall be based as a day starting at 8 A.M.~~

(d) When a meat cutter of any employee coming under the jurisdiction of this agreement shall have worked nine hours and there is no one to relieve him from duty, a sign shall be placed at the most prominent part of the meat counter stating that the meat department is closed. (Such sign shall be furnished by the party of the second part).

(e) No meat cutter, apprentice, operator or manager shall sell any meat after his nine hours on duty. Any meat ordered by a customer during the regular nine hours on duty shall be wrapped and priced., this meat may be given to a customer and collected for by a meat cutter while he is cleaning up the market.

(f) Any infringements on Article (e) shall not be held against the meat cutter, but shall be called to the attention of the proprietor or district manager of the market. On the second notice of such infringement the employer shall become liable for such action as shall be deemed necessary by the party of the second part and the Kern County Central Labor Council.

SECTION 4: (a) ~~The following legal holidays shall be recognized and no member of the Union shall be allowed to work, to-wit: DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, ARMISTICE DAY, THANKSGIVING DAY, CHRISTMAS DAY and NEW YEARS DAY.~~ *See page 7*

(b) A holiday as stated in Section (a) shall be from midnight to midnight. Holidays falling on Sundays shall be observed on the following Monday.

(c) Sundays shall be arranged to allow one Sunday off duty for every two worked. (a man working two Sundays in succession shall have the third Sunday off duty.)

(d) Employees working as apprentices shall be employed with the understanding that they shall have every opportunity to learn the trade.

(e) Apprentices, after service two (2) years, shall receive Journeymen's wage upon the recommendation of a joint committee, composed of two representatives of the Union and two representatives of the employers.

(f) Superannuated members wages to be decided by the representatives of the Union and the Employer.

(g) Employees working any part of a day shall be paid for a whole days work.

(h) When an employee is sent out from the Union to a position and arriving on time at said position and is informed that another man has been hired, said employee as sent from the Union on request of the employer, shall be put to work.

(i) A weeks work shall consist of not more than fifty-four (54) hours in six days and one day off in every seven, except when a holiday shall fall then a week shall consist of forty-five (45) hours, and the regular day off.

(j) The Union agrees that all members shall continue to clean up the market but shall do a thorough job in the shortest possible time and shall be out of the market not later than (30) thirty minutes after his regular nine hours on duty.

(k) Inventory time shall be adjusted by the Hourneyman meat cutters, manager or proprietor so that it shall not take more than one hour after the regular nine hours on duty. Not more than one inventory each two weeks, that shall cause a manager or meat cutter to have to work over his nine hours and time allowed to clean up the market as stated on Article (j).

SECTION 5: (a) The Union rate of wages for meat cutters, sausage makers and pork packers shall be \$42.50 per week, minimum.

(b) The rate of wages for wagon drivers advanced to blockmen or sausage makers shall be \$27.50 per week for the first twelve months, and then \$42.50 per week, minimum.

all holidays to be governed by mutual agreement of open markets.

all men working holidays as stated shall receive two days pay for holiday or shall have one day off in same week as holiday falls.

after one years service all men shall receive one weeks vacation with full pay.

SECTION 5: CONTD.

(c) Employer further agrees not to allow any help, such as grocery clerks, drivers, of office help or vegetable men, to sell any meat outside of such hours prescribed herein as regular hours for meat cutters and apprentices.

(d) The minimum rate of wages for women replacing or working as meat cutters or sausage makers shall be \$42.50 per week. Same to be worked between the hours of 8 A.M. and 6 P.M.

(e) Extra men working as meat cutters and sausage makers shall be paid at the rate of \$42.50 per week for each day worked.

(f) Employers agree to eliminate all overtime possible; but where overtime is essential, employers agree to pay time and one-half for all overtime worked.

(g) The minimum rate of wages for foremen or managers of markets shall be \$42.50 per week.

(h) The minimum rate of wages for apprentices shall be \$20.00 per week for the first year and \$27.50 per week for the second year, and \$42.50 per week thereafter.

(i) One apprentice to every three meat cutters in one market. Markets with less than three Journeymen allowed one apprentice.

(j) Employer agrees to permit representative of union to inspect pay check of any employee in his employ.

SECTION 6: All privileges and conditions now enjoyed by any or all members of the Union shall not be affected by the signing of this agreement.

SECTION 7: The Union Market Card will be loaned free of charge to all markets unionized, but shall remain the property of the Union, and may be removed only by the duly authorized representative of the Union, for violating any part of this agreement.

SECTION 8:(a) Master butchers, not employing help, i.e., doing their own work, may display the Union Card. Their dues shall be \$10.00 per year, payable six months in advance, but they shall have no voice in the Union and no admission to the meetings, except at the pleasure of the Union.

(b) A Meat cutter shall not be classed as A Master Butcher nor shall any partnership, any holding of stock or any financial shares be sufficient for any meat cutter to be classed as a Mater Butcher. Only those having any authority in the actual operation and only those that can legally prove such authority shall be classed as Master Butchers, all others must belong to the Union and shall come under all jurisdiction as stated in this agreement.

SECTION 9: (a) The placing of any meat dealer upon the official "UNFAIR" list, shall be done only pursuant to the jurisdiction and laws of the Amalgamated Meat Cutters and Butchers Workmen of North America; The State Federation of Labor and the Central Labor Council of Kern County, and shall be in effect as soon as official work has been received by the Butchers Union #193, that the aforementioned councils have voted the dealer as being "UNFAIR".

SECTION 10. Master butchers, proprietors, market managers, operators or any one that acts in the capacity or takes any part on the purchasing of products for the sale or for use in a market, agree not to patronize any firm that is "UNFAIR" to Local #193.

SECTION 11. In consideration of the above conditions by the employers, the Union agrees to furnish men to the best of our ability who will work to the best interest of the employers in every way, just and lawful, and give honest and diligent service to patrons of the employer's establishment; to do everything within their power looking to the uplifting of the butcher industry, and further agrees to expel (upon sufficient proof) from the Union any member guilty of a dishonest act.

SECTION 12. It is agree by the party of the first part and the party of the second part that this agreement shall be effective the first day of March, 1937. and shall remain in effect until the first day of March, 1938, and thereafter until a thirty day notice in writing shall be given by either party for a desired change in the agreement, with the exception, that, in the event a condition may arise beyond the control of either party, Section (5) Articles (a), and all articles in Section (5) that specify a definite amount of pay may be opened upon a thirty day notice in writing by either party.

REPRESENTING THE UNION:

REPRESENTING THE EMPLOYERS.

Geo. H. Woodard SEC'Y

PRES.

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

May 7, 1936

Mr. J. M. Jones, Sec'y #193
Meat Cutters and Butcher Workmen
1406 Monterey Street
Bakersfield, California

Dear Sir:

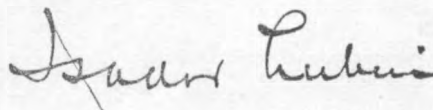
Information has come to us that you have concluded an agreement with the Safeway Stores.

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If at any time we can be of service to you, please write us.

Very truly yours,



Isador Lubin
Commissioner of Labor Statistics

Name of company or employers' association signing agreement _____

SAFEMAY STORES, INC.

(If more than one, please list on reverse side)

Number of union members affected ten.

Number of non-members affected none.

Comments regarding territory covered, etc. _____

JOSEPH M. JONES, Fin. Sec'y.,
(Name of person furnishing information)
LOCAL #193. A.M.C. & B.W.

1406 MONTEREY STREET,
(Address)
BAKERSFIELD, CALIFORNIA.

37-37-6

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

February 15, 1937

~~Mr. J. M. Jones, Secretary~~
Amalgamated Meat Cutters and Butcher
Workmen #193
~~1406 Monterey Street~~
Bakersfield, California

Geo. H. Woodard
#17 - H St
Bakersfield
Calif

My dear Mr. Jones:

We have in our files a copy of your agreement with employers which expired January 1, 1937.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement _____

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 22

Number of union members working under terms of agreement 60

Number of non-members working under terms of agreement none

Branch of trade covered Retail Meat Cutters

Date renewed Mar 1st 1937 Date of expiration Mar 1st 1938

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

Geo. H. Woodard, Secy
(Name of person furnishing information)

#17 - H St Bakersfield
(Address) *Calif.*

Sears & Son Grocery 3rd & Hat Bakerfield, Cal
 Higdon's Grocery 10th & Hat " "
 Schuber's Palm Market Caly & Chester " "
 Green Frog Market " " " "
 Raneij's Market - 612 Union Ave
 Safeway Stores Inc. 1416 - P St
 Food City - 18th & Chester
 Scholaris - 1601-18th St
 New Lincoln Market 18th St
 Market Spot - Union Ave & 18th
 Wheldons Market 2416 Union Ave
 Sholaris - Union Ave
 Security Market - 20th & Chester
 Fike's Market 19th St
 Liddy's Market 19th " "
 Libby's Market Pacific St
 Modern Market Oildale
 Baum & Ross Oildale
 S & S. Market East Bakerfield
 Davidson & Sons Chester Ave
 Alta Vista Market Kentucky St
 Post Office Market 18th & Hat

