

meat #532  
Vallejo, Calif.  
12-28-40.

# RETAIL AGREEMENT

THIS AGREEMENT is entered into \_\_\_\_\_, 1939, between the RETAIL MEAT DEALERS, party of the first part (hereinafter known as the EMPLOYERS), and the BUTCHERS' UNION, LOCAL 532 of the Amalgamated Meat Cutters and Butcher Workmen of North America, State Branch, WESTERN FEDERATION OF BUTCHERS OF CALIFORNIA, the party of the second part, hereinafter known as the UNION).

In order to establish Working Conditions which are fair and equitable to all EMPLOYEES and EMPLOYERS, the parties hereto agree to the following:

Section 1. The UNION recognizes the competitive nature of this industry, therefore we will not permit any member of our Union to work hours in excess of the established Working Hours provided in this AGREEMENT.

Sec. 2. The EMPLOYERS agree to employ none but Members of this UNION in good standing, (paid-up dues and fines), and in such cases where the UNION cannot supply an EMPLOYER with satisfactory help, the EMPLOYER may hire anyone, giving preference to Local men provided the EMPLOYEE makes application for Membership in the UNION within ten (10) days. The UNION shall be notified immediately in all cases, no exceptions.

Sec. 3. The following hours shall be observed in all Retail Markets:

(a) Retail market operating hours 9 a. m. to 6 p. m. on Monday, Tuesday, Wednesday, Thursday and Friday, with one uninterrupted hour for lunch.

(b) Saturday, 8 a. m. to 6 p. m. with one uninterrupted hour for lunch.

(c) The day before a holiday 8 a. m. to 6 p. m. with one uninterrupted hour for lunch.

(d) The operating hours provide that no employer or employee can cut, prepare, arrange counter display, or sell meat, fish, or poultry for delivery before the hour of 9 a. m. or after 6 p. m., except on Saturday and the day before a holiday which are from 8 a. m. to 6 p. m. This should be construed in no sense as arbitrary but as a cooperative request to stop violations that are intentional subterfuges.

(e) There shall be no Retailing of Meats, preparing, cutting, or making display, or delivery of meats after 6 p. m., and in case any EMPLOYER violates this Section no Member of the UNION will be permitted to work for such EMPLOYER.

Sec. 4. A period of twenty (20) minutes shall be allowed cleanup time, after 6 p. m., (no exceptions), and it is hereby agreed that no Stocktaking shall be permitted on Saturday nights.

Sec. 5. Members are not allowed to work on Sundays nor on the following holidays: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, DECORATION DAY, FOURTH OF JULY, LABOR DAY, ARMISTICE DAY, THANKSGIVING DAY and CHRISTMAS DAY. Holidays falling on Sunday are to be observed on the following day.

Sec. 6. The following shall be the minimum rates of pay for Market EMPLOYEES and Pork Stores:

- (a) Market Operators, Journeymen.....\$41.00 per week
- (b) Journeymen Meat Cutters.....\$41.00 per week
- (c) Meat Cutters driving wagon 5 hours or more doing inside work..\$34.50 per week
- (d) Drivers (one year's experience)....\$28.00 per week
- (e) Apprentices Retail Markets (starting wage for first six months).....\$18.00 per week
- (f) Apprentices Retail Markets (after first 6 months).....\$20.00 per week
- (g) Term of Apprenticeship shall be three (3) years and wages shall be graduated; raised every six months after one (1) year until Journeymen Status has been reached as follows: \$18.00; \$20.00; \$25.00; \$30.00; \$35.00; \$41.00.
- (h) Apprentices shall NOT replace a Journeyman for Extra Work.
- (i) Apprentices shall NOT operate Markets.
- (j) Sausage Wagon drivers (48-hour week).....\$41.00 per week
- (k) One Apprentice shall be allowed to every four (4) Journeymen Butchers or fraction over four. Markets employing less than four Journeymen shall be entitled to one Apprentice.
- (l) EXTRA MEN Saturday and nine (9) hour days before and after a holiday wage scale \$7.50 a day.
- (m) EXTRA MEN other days wage scale for 8-hour day \$7.00 per day.

(n) No member of the UNION receiving higher wages or other privileges and conditions established prior to this AGREEMENT shall be adversely affected by the adoption of this AGREEMENT.

(o) Six (6) full days shall constitute a week's work. EMPLOYEES working less than a full week shall be paid at the rate of an EXTRA MAN'S pay.

Sec. 7. In no case shall any Member of this UNION except a Journeyman Butcher operate a Market.

Sec. 8. Wages of Superannuated Members shall be decided by the Representative of the UNION and the EMPLOYER. All such cases of Superannuated Members shall be submitted to the Executive Board of Local 532 for consideration before final disposition.

Sec. 9. Employees working the day before and the day after a Holiday shall receive pay for the Holiday; however, this Section refers only to steady Employees.

Sec. 10. When an EMPLOYEE is sent out from the UNION office to a position and, arriving on time, is informed another man had been hired, said EMPLOYEE as sent from the UNION on request of the EMPLOYER shall be put to work.

Sec. 11. Any member of the UNION being charged with an act of dishonesty, insobriety or showing effect of liquor or drinking on the job, shall be tried by the UNION EXECUTIVE BOARD and upon conviction, said member shall lose his Membership from Local 532.

Sec. 12. No member of this UNION shall be allowed to handle any fresh or smoked Meats or Meat Products coming from an UNFAIR FIRM.

(a) The placing of a Wholesale Butcher, or Jobber, or Packer upon the UNFAIR LIST shall be done only pursuant to the Jurisdiction and Laws of the Amalgamated Meat Cutters and Butcher Workmen of North America and the State Federation of Butchers, and shall be effective within fifteen (15) days after due notification by the SECOND PARTY to the RETAIL MEAT DEALERS.

(b) Before a Boycott is declared against any RETAIL MEAT DEALER or any EMPLOYEE removed or enjoined from working for said Market or Employer, the UNION agrees that a five (5) day notice will be given to the said Meat Market of said contemplated Boycott or withdrawal in order that an effort might be made to adjust the conditions or difference through a Committee of Six (6), three from the RETAIL MEAT DEALERS and three from the UNION.

(c) LOCAL 532 reserves the privilege and right to close the UNION'S CHARTER and to refuse to accept any Application for Membership in any form or manner, whenever a condition arises or presents itself that will jeopardize the interests of the UNION'S Local unemployed members due to an influx of unemployed Butcher Workmen. A committee of three (3) from the EMPLOYERS and three (3) from the UNION shall act as a Committee to confer on CHARTER CLOSING problems and make recommendations.

(d) No member of Local 532 will be permitted to work in any Market unless a suitable floor covering of Tongue and Groove Flooring is placed wherever concrete or concrete substitute flooring exists behind the counter.

Sec. 13. This agreement shall go into effect the \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_,

and remain in full force and effect until the \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_, and thereafter until a thirty-day notice in writing by either party for a desired change in the agreement, with the exception, however, if by Federal or State law hours of labor are reduced for our industry, it shall be sufficient reason to re-open this contract for the purpose relative to hours and wages.

EMPLOYER  
\_\_\_\_\_  
AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN, LOCAL No. 352.

\_\_\_\_\_  
President  
\_\_\_\_\_  
Secretary

U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

*mt*

UNION AGREEMENTS

December 1, 1939

Mr. Frank Carson, Sec'y #532  
Amal. Meat Cutters & Butcher Workmen  
700 Georgia St.  
Vallejo, Calif.

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

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 will keep the identity of the agreement confidential, using the materials only for general analysis which will not reveal the name of your union.

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*  
Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement \_\_\_\_\_

*Retail Meat Dealers Association*  
(If more than one employer, please list on reverse side)

Number of companies covered by agreement \_\_\_\_\_

Number of union members working under terms of agreement *app. 200*

Number of nonmembers working under terms of agreement \_\_\_\_\_

Branch of trade covered *Retail Meat Markets & Wholesale Slaughter house*

Date signed *1935* Date of expiration *30 day Clause*

Please check here if you wish the agreement returned \_\_\_\_\_

*F. R. Carson*  
(Name of person furnishing information)

*Sevelopt Vallejo, Calif.*  
(Address)

This covers all Slaughter  
house employed and retail  
markets in Solano, Napa  
and Contra Costa Counties  
A slight variation exists in  
some of the small towns.

Sorry I haven't a packing  
house contract but we are  
under the same one as  
San Francisco, Calif.