

Amalgamated Meat Cutters and Butcher Workmen of N. A.

JAMESTOWN AGREEMENT

It is the intent and purpose of this agreement between.....
his successors, heirs, and assigns, hereinafter referred to as the Employer and the Local Union No. 243, Jamestown, N. Y., affiliated with the Amalgamated Meat Cutters and Butcher Workmen of North America, A. F. of L. Hereinafter referred to as the Union, to promote and improve economic and industrial relations between the Employer and his Employees and to set forth the basic agreement covering rates of pay, hours of work, and general working conditions to be observed by the parties hereto. The term Employee shall include all persons eligible to membership as provided by the Union.

SCHEDULE OF HOURS—

Nine and one-half hours (9½) shall constitute the maximum work day, to begin at seven-thirty (7:30) A. M. and stop at six (6:00) P. M., excepting on Saturday and the day preceding a holiday, when work shall begin at six-thirty (6:30) A. M. and stop at six (6:00) P. M., allowing one hour for lunch period each day.

EMPLOYEES shall be dressed and ready to work at seven-thirty (7:30) A. M.

EMPLOYEES shall receive Wednesday afternoon off each week beginning at ONE (1:00) P. M., excepting weeks in which a holiday occurs.

It is expressly understood that no customer shall be served after one (1:00) P. M. Wednesday, or after six (6:00) P. M. on any week day or day preceding a holiday; that all customers in the shop at the closing hour shall be served and the market placed in a sanitary condition (providing such work does not exceed forty-five minutes, not to be construed as overtime).

All Employees who have completed one year of continuous employment prior to June 1st of any year shall be given FIVE (5) days consecutive vacation with pay.

Any man who is now receiving more than the stipulated days of vacation shall not be reduced in vacation time.

WAGE SCHEDULE —

Apprentice first year Fifteen Dollars weekly.

Apprentice, after completion of first year, Eighteen Dollars weekly.

Apprentice, after two years and six months shall receive Twenty Dollars weekly.

Journeyman meatcutters, including steadily employed counter men, Minimum, Twenty-Five Dollars weekly.

Any man receiving more than minimum shall not be reduced in hours, wages, or conditions.

Extra men shall receive not less than Sixty-Five Cents per hour nor shall any extra man work less in one day than shall enable him to earn Five Dollars.

EXCEPTION: Should extra help be called in for such cases as sickness or injury he shall finish the day at the hourly rate. When an extra man works a full week he shall receive the same wage as the man whose place he is filling.

There shall be no work on Sundays or legal holidays except in emergency, and if such emergency does arise the employee is to receive double time for such service.

Any week in which a legal holiday occurs shall be considered as a full week and employees shall receive compensation accordingly.

MANAGER'S CLAUSE: The term manager shall be construed to mean a journeyman meatcutter who is responsible for the efficient management of the market. He shall not receive less than Thirty Dollars (\$30.00) per week and shall also be entitled to Wednesday afternoon off each week.

APPRENTICE CLAUSE: One apprentice shall be allowed for every three journeyman meatcutters. Apprentices must be sixteen (16) years of age or over and shall pay initiation fees and dues to Local No. 243. Laundry, tools and sharpening tools shall be furnished by the employer.

RECOGNITION OF UNION—

Only members in good standing with the union shall be employed in any of the places of the employer covered by the terms of this agreement. Seniority rights shall prevail when conditions are equal. Should differences arise between the employer and his employees of the union that cannot be settled between the union and the employer the matter shall be referred to an arbitration board consisting of three persons. One to be selected by the employer, one to be selected by the union and these two shall jointly select a third party as chair man of the board. This board shall be completed within five days after either party serves notice on the other of a desire to arbitrate a difference and shall render a decision within three days after completion of the board. The decision of this board shall be final and binding upon all parties. It is expressly understood that definite violations of this agreement are not arbitratable.

It is also agreed that this contract will remain in force until extenuating conditions arise, in which instance either party may, upon thirty days written notice in advance, open negotiations for a change to meet the new conditions.

The question of wage, the ability of apprentices or elderly men, shall be determined by the employer, a representative of the union and the man involved.

Employers conducting their market in accordance with this agreement are entitled to the use of the OFFICIAL UNION MARKET CARD. This card always remains the property of Local No. 243, and may be removed without process of law for violation of this contract.

No employee shall be discharged without good and sufficient reason. Dishonesty, incompetency, incivility, or an over-supply of help will be sufficient cause for dismissal, or help can be dismissed providing preference be given union men in replacing help.

This agreement shall be posted in each and every place of business so that every employee may have free and easy access to same.

It shall be the object of Local No. 243 to furnish men who will work to the best interest of the employer in every way, just and lawful; who will give honest and diligent service to the patrons of the employer's establishment, and will do everything in their power for the uplifting of the meat industry.

It shall be a misdemeanor to hire any person not presenting a union book in good standing, or a working permit.

Employer

Address



Date.....

.....
Representative of Local No. 243

11-41-117

CONFIDENTIAL

Meat # 243
Jamestown, N.Y.
12-41?

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

Sam Agost

June 13, 1941

Mr. Stanley Lawson, Sec'y. Local #243
Meat Cutters & Butcher Workmen
P. O. Box #258
Jamestown, New York

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, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

If you have only one copy available and so designate, we shall be glad to make a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the material 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,
A. F. Hinrichs
A. F. Hinrichs

Acting 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 Fifty

Number of union members working under terms of agreement Sixty Eight

Number of nonmembers working under terms of agreement Ten

Branch of trade covered Meat cutting

Date signed Dec. 1940 Date of Expiration Upon thirty days notice

Do you wish the agreement returned? ~~Yes~~ No Kept confidential? Yes ~~No~~

Harry A. Johnson
(Name of person furnishing information)

20 Myers Ave.
Jamestown, N.Y.