

RICHMOND BUTCHERS

... Agreement ...

Peterson



This agreement made this, by and between

....., a corporation, hereinafter referred to as the Employer, and the Amalgamated Meat Cutters and Butcher Workmen of North America, an affiliate of the American Federation of Labor, Local No. 302 of Richmond, Va., hereinafter referred to as the Union.

WITNESSETH:

I.

Recognition.

The Employer recognizes the Union as the exclusive bargaining agent for its employees, employed as managers, meat cutters, counter men and apprentices working for the Employer, over whom the Union claims jurisdiction, within a radius of 25 miles of Richmond, Va. The employees covered by this agreement shall be members in good standing of the Union.

All vacancies shall be filled by members of the Union or by such persons selected by the Employer who shall file applications before going to work and become members of the Union at the next meeting.

II.

Hours.

The day's work shall be described as follows: 9½ hours on Monday, Tuesday, Wednesday, Thursday and Friday, inclusive, and 12 hours on Saturday, and the eves of hereinafter designated holidays, exclusive of one-half hour per day from Monday to Friday and one hour on Saturday for lunch and/or supper.

The week's work shall consist of 54 hours, exclusive of lunch and/or supper hours.

It is agreed that all shifts shall be designated by the Employer and that there shall be no split shifts worked.

Each employee's schedule shall be so arranged that he shall have one full half day off each week, except during the week in which there is a holiday, as hereinafter designated. It is agreed that no employee shall be asked to work after 7:00 P.M. on Monday, Tuesday, Wednesday, or Thursday for any consecutive two-week period.

Overtime shall be worked at the designation of the Employer. However, it is agreed that overtime shall be paid for all work done above the hours specified in the day's work, the week's work or the pre-determined shift designated to each employee.

All overtime shall be paid for at time and one-half rate.

When an extra man reports for work, pursuant to instructions from the Employer, and is not given work, he shall be entitled to four (4) hours' pay, excepting in cases of emergency or by agreement with the Union.

Clean-up periods shall not exceed 15 minutes before opening time or 30 minutes after closing time from Monday until Friday, inclusive, and one hour after closing time on Saturday or on the eves of hereinafter specified holidays.

III.

Vacation.

All employees coming under the jurisdiction of this contract employed as full-time or regular men and having one year's continuous service prior to August 31, 1941, shall be entitled to one week's vacation with full pay. All vacations to be taken between May 1 and September 30,

All employees coming under the jurisdiction of this contract employed as full-time or regular men and having three years' continuous service prior to August 31, 1941, shall be entitled to two weeks' vacation with full pay. All vacations to be taken between May 1 and September 30,

If the continuous year's service referred to above, has been interrupted solely because of lay-off, the employee shall be entitled to a vacation, if he has worked 41 weeks within the period described above.

For the purpose of designating those employees who become entitled to a vacation, a full-time employee is one who is employed 54 hours per week and a regular employee is one who is employed 40 hours or more per week.

IV.

Holidays.

No employee shall be required to work on the following holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. All holidays falling on Sunday shall be observed Monday.

V.

Wages.

The following minimum wage scales are to be effective:

<i>Market Managers</i> —\$250 to \$400	\$35.00 per week
\$401 to \$600	40.00 per week
\$601 to \$1,000	45.00 per week
\$1,000 and over	50.00 per week
<i>Counter Men or Apprentices</i> —First year	\$20.00 per week
Second year	22.50 per week
Third year or over	25.00 per week
<i>Journeyman or Box Men</i>	\$28.00 per week

Journeyman or Box Men employed as extra men shall receive 60 cents per hour for each hour worked.

Apprentices or Counter Men employed as extra men shall receive 45 cents per hour for each hour worked.

All employees shall be given credit for all prior retail meat cutting experience that can be verified by the Employer, using information given at the time application is made.

Any apprentice having completed three years service in the retail meat industry, based on records produced, shall automatically receive the scale of wages as designated above.

An employee assigned to work as relief manager shall receive an hourly pay prorated against the minimum designated above plus 10 cents per hour premium for each hour worked. After two weeks' service as relief manager in any one market, he shall be paid the regular manager's rate.

Wages for superannuated or physically handicapped employees may be fixed by agreement between the employee, the Employer and the Union.

No employee presently employed shall suffer a reduction in wages or an increase in hours or reduced vacation time by any provisions in this contract.

VI.

Linen.

All linen, including caps, coats or aprons, required to be worn by the Employee, shall be furnished and laundered by the Employer.

VII.

Discharge.

The Employer shall exercise the right to discharge any employee coming under the jurisdiction of this contract for good cause. Cause meaning dishonesty, incompetence, or intoxication, provided, however, that no member of the Union shall be discharged or discriminated against because of membership in the Union or Union activities.

The Employer agrees that any member of the Union employed by the Employer during the period of this agreement who is elected to permanent office in the Union or is assigned by the Union to any Union activity necessitating leave of absence shall be granted such leave of absence and shall, at the end of the term in the first instance or at the end of his mission in the second instance, be given reemployment at his former

wage rate, plus any increase or less any reduction that may have become effective during his absence.

The Union agrees that neither its representatives nor its members will engage in Union activities on the Employer's time or on the Employer's premises, provided, however, that representatives of the Union shall have access to the markets for the purpose of conducting routine business.

VIII.

Strikes or Lockout.

It is mutually agreed that there shall be no strike or lockout during the existence of this agreement.

IX.

Grievance Committee

To the end that any and all controversies which may arise during the life of this agreement shall be settled promptly, it is hereby mutually agreed between the Employer and the Union that there shall be established within ten days after the effective date of this agreement a Grievance Committee, consisting of two members to be designated by the Employer and two members to be designated by the Union. These four shall select a permanent panel of six impartial chairmen, from which panel, in the event of a deadlock on any question, shall be chosen by lot a fifth member of the Committee who shall act as chairman and cast the deciding vote. The Employer members or the employee members of said Committee may, by notice in writing, remove not more than two names from the permanent panel. Vacancies on the panel shall be filled immediately in the manner in which the original panel was selected.

X.

The Grievance Committee shall consider any controversy arising under this contract between the Employer and the Union, and shall, if possible, adjust any controversy without reference to the impartial chairman. When any such controversy cannot be so adjusted, the impartial chairman shall be called in and a majority decision of those five shall be final and binding upon the parties, for the period of this agreement.

The Grievance Committee shall meet within twenty-four hours after being notified by either party of that party's desire for a consideration of a controversy. If, within five days after notification, the Committee is unable to adjust the controversy, it shall then call upon the impartial chairman, whose decision shall be final, and said decision shall be reached within five days unless the impartial chairman requests additional time and any such additional time shall be agreed upon by the parties.

During the consideration of any such controversy neither party shall change the conditions existing at the time the controversy arose, nor utilize any coercive or retaliatory measures to compel the other party to accede to its demands.

The expense of the impartial chairman shall be borne by the parties equally.

It is agreed that the Employer shall adhere to the provisions of the Selective Training and Service Act of 1940, as passed by Congress.

XI.

The Union agrees to do all in its power to further the interests of the Employer signing this agreement.

XII.

This agreement shall continue in effect from Nov. 15 - 1940, until JAN 15 - 1942, and shall continue in effect from year to year after JAN 15 - 1942, unless either party serves notice, in writing, on or before Dec 15TH 1942, or on or before Dec 15TH, of any year thereafter, of a desire either for termination of or for changes in the agreement. In the event either party serves such notice in respect of changes in the agreement, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the result of the negotiations, neither party shall change the conditions existing under the contract.

IN WITNESS WHEREOF the undersigned have affixed their signatures as legal representatives of both the Employer and the Union.

RICHMOND, VIRGINIA.

Date.....

FOR THE EMPLOYER

FOR AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA,
A. F. OF L., LOCAL No. 302

Business Representative

General Organizer

This is the Richmond agreement, now in effect on A & P & Safeway Employees, with the one exception that the Safeway only get one week's vacation. This is our standard contract for all meat butchers, and expires this coming January

*Stewart Baird
Bus-Rep*

RECEIVED
DEC 1 1941
BUREAU OF
LABOR STATISTICS

UN. EXP. 12-31, 1943

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

Meat # 302
Richmond, Va.
1-15-43

CONFIDENTIAL

September 8, 1941

Reg. Reg 12-19-44

Mr. Steward Braid, Secretary
Amalgamated Meat Cutters & Butcher Workmen #302
208 S. Addison Street
Richmond, Virginia

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

A & P. Tea Co and Safeway Stores

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

Number of companies covered by agreement 2

Number of union members working under terms of agreement 160

Number of nonmembers working under terms of agreement 10

Branch of trade covered Meat Cutters

Date signed Nov 15 - 1940 Date of Expiration Jan 15 - 1943

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

Steward Braid Bus. Rep.
(Name of person furnishing information)

727 W. Broad St
(Address) Richmond Va