

Agreement of Market & Sausage Factory Employees A. M. C. & B. W. Local No. 498

ack 8-5-32

Agreement entered into this 6th day of June, 1932, by and between the undersigned.....

.....party of the first part
and Local No. 498, of the Amalgamated Meat Cutters and Butcher Workmen of N. A., A. F. of L., party of the second part.

SECTION 1. The party of the first part agrees to employ none but members in good standing with a card of any local of the Amalgamated Meat Cutters and Butcher Workmen of N. A., A. F. of L., providing that at any time the Union or duly authorized Business Agent or Representatives are unable to furnish men for the position, non-union men may be employed, providing the employer notifies the Secretary of Local No. 498 within two days of employment, as such employees, if eligible, shall become members of Local No. 498.

SECTION 2. The party of the first part agrees to allow the Business Agent of Local No. 498 at any time to investigate the standing of employees in the house.

SECTION 3. It is further agreed that a week's work shall consist of Six (6) days, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday. Weeks containing a holiday shall consist of Five (5) days. The hours of work shall be as follows:—Meat Cutters and Blockmen, 8 A. M. to 6 P. M. Sausage Makers and Boners shall be 8 A. M. to 5 P. M. or 7 A. M. to 4 P. M. or 6 A. M. to 3 P. M., optional between employer and employee. Meat Cutters working on wholesale orders or restaurant trade may work the hours of 7 A. M. to 5 P. M. by receiving permit from Local No. 498.

All employees shall be allowed one hour for lunch.

No market to open before Eight (8) A. M. and shall close at Six (6) P. M.

SECTION 4. Markets operating under union conditions of Local No. 498 shall be entitled to the use of the International Market Card free of charge where member or members of Local No. 498 are employed.

The International Market Card is required where no help is employed at the fee of \$1.00 per month.

The International Market Card shall at all times remain the property of Local No. 498, and shall be removed from any market not complying with this agreement.

SECTION 5. All Union Markets and members of Local No. 498 of the A. M. C. & B. W. of N. A., A. F. of L., shall not be permitted to handle smoked meats, fresh meats or meat products from unfair firms. The placing of a firm upon the unfair list by Local No. 498 shall only be done upon the findings of a Joint Committee, composed of the Executive Committees of the parties hereto.

It is hereby agreed and understood that if the said Joint Committee cannot determine if a firm is unfair or not, they shall each select an uninterested party to represent their interests. The parties so selected shall mutually select a third party; the three so selected shall then act as judges.

The Executive Committees shall then present the facts of the case to the three judges who shall render a decision that will be binding to the parties hereto.

All Union Markets and members of Local No. 498 shall not be permitted to handle products from firms placed unfair by the General Office of the A. M. C. & B. W. of N. A., A. F. of L., or by the California State Federation of Butcher Workmen. This rule shall go into effect as soon as markets are so notified.

All Union Markets and members of Local No. 498 shall not be permitted to handle products from Oriental Markets or products handled by Orientals.

SECTION 6. (a) It is further agreed that the following holidays shall be strictly observed: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day.

(b) Holidays falling on Sunday to be observed the following Monday. The above holidays will be paid at a regular day's wage, providing the five days of the week in which the holiday falls have been worked in full.

(c) No markets to open Sundays or holidays, with the exception of Labor Day, markets may supply restaurants and hotel trade and members of Local 498 will be permitted to work on such trade, which time shall not exceed Two (2) Hours.

(d) The employees in markets will be allowed to work one hour extra on days succeeding holidays as of part (a) of Section 6. The employees in sausage factories upon application through the Shop Steward will be allowed to work one hour extra on days preceding or succeeding holidays as of part (a) of Section 6.

(e) In case of emergency brought about by accident or unavoidable delay, the employees through application of Shop Steward shall be permitted to work overtime in order to complete the unfinished work. The employer agrees to pay for all overtime in such cases according to the wage scale.

SECTION 7. It is further agreed that the minimum scale of wages shall be as follows:

- (a) Journeymen meat cutters, sausage makers and boners.....\$37.00 per week
- (b) Extra journeymen meat cutters, sausage makers and boners, Saturday and days preceding holidays..\$7.00 per day
- (c) Extra journeymen meat cutters, sausage makers and boners, other days.....\$6.50 per day
- (d) Apprentice, starting wage.....\$16.00 per week
- (e) Apprentice, after one year's experience.....\$23.00 per week
- (f) Journeymen meat cutters, sausage makers and boners working less than a week shall receive pay at the rate of extra man. Journeymen meat cutters, sausage makers and boners employed the major part of a day shall receive a full day's pay.
- (g) Whenever employees are not notified when Saturday's work is finished, that their services are no longer required, it shall be understood employment shall continue through the following week, with the exception of men hired on extra work, and they shall receive pay at the rate of extra men for days employed if not constituting a full week.

SECTION 8. (a) Upon the recommendation of the employer an apprentice should be allowed to join Local 498.

(b) When one to three journeymen are employed in any one market, one apprentice shall be allowed. When four or more journeymen are employed in any one market, two apprentices shall be allowed.

(c) In any sausage factory where three journeymen are employed, one apprentice shall be allowed; when the major part of an additional three journeymen are employed, two apprentices shall be allowed; and when another major part of an additional three journeymen are employed, three apprentices shall be allowed. They shall receive journeyman wages when capable.

SECTION 9. The cleaning up at the closing hour shall not exceed fifteen (15) minutes after Six (6) P. M., with the exception of Saturdays and days preceding holidays, the time shall not exceed thirty (30) minutes after Six (6) P. M.

SECTION 10. No member of this union will be permitted to work in any market, unless a wood floor covering is placed over floor where concrete floor exists behind counters.

SECTION 11. The employer shall furnish linen and laundry.

SECTION 12. It is further agreed that the party of the second part shall and does hereby pledge itself and agree in all things to promote harmonious relations between the parties, and further in all matters, the mutual interest of the parties of this agreement, and in all things to continue the present amicable relations existing between the employer and employee.

SECTION 13. This agreement shall remain in full force and effect until September 1, 1932; however, if a condition arises beyond the control of either party, this agreement may be reopened by either party upon thirty days' notice in writing.

.....Market

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF N. A., A. F. OF L., LOCAL 498.

.....Proprietor
Manager

L. M. JENNINGS,
President.

CHRIS LAGES,
Secretary.

Date of Signing.....



