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AGREEMENT made this 4th day of May, 1938, by and between Brockelman Bros. Inc. a corporation duly established by law and having a usual place of business in Worcester, County of Worcester and Commonwealth of Massachusetts, hereinafter referred to as the Company, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKERS, COUNTER MEN AND CLERKS, WHO CONSTITUTE LOCAL NO. 407, affiliated with the Central Labor Union of Worcester, Massachusetts, hereinafter referred to as the Union.

It is mutually agreed between the parties as follows:

ARTICLE I

Section 1. Except as hereinafter provided, this agreement shall be effective as to those employees working in the Company's stores known as the Worcester Market, Front St. Market and Lincoln Square Market located in Worcester, Massachusetts, as are or from time to time shall be members of the Union, with regard to work, wages, hours and conditions of employment. Hours of labor mentioned herein shall, however, be subject to revision to comply with any Federal or State legislation which may be enacted during the term of this agreement.

ARTICLE II

Section 1. The term "meat cutter" shall apply to those engaged in the meat or fish departments and who perform all ordinary duties generally required of a meat cutter or a fish cutter.
Section 2. The term "clerks, counter men, or salesmen" shall apply to all (male or female) who act in the aforementioned capacity, irrespective to what department they may be assigned to.
Section 3. The term "employee", for the purpose of this agreement shall not include officers or executives of the company, employees in a supervisory capacity, or clerical workers employed in the main office of the aforesaid stores, not connected with the retailing.

ARTICLE III

Section 1. Workers employed by the week shall be classified as "steadies"; workers employed by the hour shall be classified as "extras". Any male employee who has worked forty-eight (48) hours per week or more for a period of six months prior to April 8, 1938, and any female employee who has worked forty-two (42) hours per week or more for a period of six months prior to April 8, 1938, shall be classified as a "steady".
Section 2. The working week for female employees shall not be in excess of the maximum of forty-five hours. The standard working week for male employees shall not be in excess of the maximum of fifty-four hours, except the sausage room in which the maximum shall be forty-eight hours.
Section 3. No steady employee shall be obliged to work later than 7:00 P.M. except for stock taking or receiving, on more than one night each week or in excess of twelve hours in any one day, except where the job requires a night shift.
Section 4. The Union agrees that all grievances in dispute between the Company and Union members pending to the date of this agreement have been satisfactorily adjusted.

ARTICLE IV

Section 1. No employee shall be required to take an interval of more than one and one-half hours between periods of work in any one day.

Section 2. Legal Holidays such as are recognized by the Worcester Chamber of Commerce shall be observed. Employees (known as steadies) shall be paid for legal holidays. In weeks containing a holiday the hours worked shall not be more than forty-six overtime to be paid for hours in excess of this number.

Section 3. Any spare help ordered to report to work shall be guaranteed pay for three consecutive hours, unless the failure to work is due to inclement weather. The fact that a lunch period is provided shall not be considered a break in the sequence of the hours.

ARTICLE V

Section 1. The standard minimum wage of meat-cutters engaged by the week shall be not less than twenty-five (\$25.00) dollars per week. The standard minimum wages of apprentices and helpers in the cutting room shall not be less than twenty (\$20.00) dollars per week. The standard minimum hourly wage of meat-cutters shall be not less than forty-five (\$.45) cents per hour. The standard minimum hourly wage of apprentices and helpers in the cutting room shall be not less than thirty-seven (\$.37) cents per hour.

Section 2. The standard minimum wage of first class sausage room and pickle room employees shall not be less than twenty-five (\$25.00) dollars a week nor less than forty-five (\$.45) cents per hour. The standard minimum wage of apprentices and helpers in the sausage and pickle room shall not be less than twenty (\$20.00) dollars per week not less than thirty-seven (\$.37) cents per hour.

Section 3. The standard minimum weekly wage of counter men in the meat department shall be not less than eighteen (\$18.00) dollars for the first two months and twenty (\$20.00) dollars per week thereafter, nor less than thirty (\$.30) cents per hour.

Section 4. The standard minimum weekly wage for male counter employees in all other department of the store shall be not less than sixteen (\$16.00) dollars and fifty (\$.50) cents for the first two months and eighteen (\$18.00) dollars per week thereafter, not less than thirty (\$.30) cents per hour.

Section 5. The standard minimum weekly wage for all female employees in all departments shall be not less than fourteen (\$14.00) dollars for the first six months and fifteen (\$15.00) dollars thereafter per week, except on restaurant department where three (\$3.00) dollars per week may be deducted for meals. The standard minimum hourly wage for all female extra employees shall be not less than twenty-seven and one half (\$.27½) cents per hour.

Section 6. The standard minimum wage of elevator men, stock-men, checking and order room employees and general utility workers shall be not less than sixteen (\$16.00) dollars and fifty (\$.50) cents per week for the first two month and eighteen (\$18.00) dollars per week thereafter, nor less than thirty (\$.30) cents per hour.

Section 7. The standard minimum wage of receiving room employees shall be not less than sixteen (\$16.00) dollars and fifty (\$.50) cents per week for the first two months and eighteen (\$18.00) dollars per week thereafter, not less than thirty (\$.30) cents per hour.

Section 8. Any employee not affected by the reduction in hours shall receive an increase of five (5) per cent.

Section 9. All "steadies" shall receive on week's vacation with pay, who have been employed one year prior to January 1, 1938.

Section 10. The company agrees that all "steady" employees shall receive for overtime work compensation per hour based upon the rate of salary received by them divided by the number of regular working hours.

ARTICLE VI

Section 1. It is further agreed that the Company shall recognize Local No. 407 through their authorized agent or agents for the purpose of adjusting any differences that may arise between the Company and the members of said Union.

Section 2. In hiring help members of the Union will be given preference.

Section 3. It is the policy of the Company to have it understood that those employees who are now members of the Union are to remain members of said Union.

Section 4. It is further agreed that dues may be collected after the close of the store by stewards designated by the Union at some convenient place within the store to be designated by the Company, (on the first Thursday of each month). No dues shall be collected on Company time.

Section 5. A bulletin board shall be provided by the Company in a convenient place where it can be seen by all employees, for the purpose of posting Union notices.

Section 6. Members of the Union will be granted leave of absence without pay upon the request of the business agent when their services are required for Union business. This shall be restricted to the first three days of the week and not include more than four employees from the three stores and not more than one from Front St. Market or Lincoln Square Market, and no employee shall be excused for more than twelve days in any one year.

Section 7. In the event of any dispute arising under the contract that can not be settled between both parties, said grievance, shall be referred to the State Board of Conciliation and Arbitration for final determination, decision of said Board to be final and binding on both parties. It is understood that during the period of settlement of the dispute and arbitration that no strikes or lockouts will take place.

Section 8. The Union agrees that there will be no solicitation of membership on the Company's time or the Company's property.

ARTICLE VII

Section 1. Seniority rights shall be observed in all cases wherever practicable, ability to be considered.

Section 2. Where a vacancy arises the extra having seniority shall be given the position, if suitable.

ARTICLE VIII

Section 1. This agreement shall remain in full force and effect for a period of one year from its date.

IN WITNESS WHEREOF Brockelman Bros. Inc. has caused its corporate seal to be hereto affixed and these presents signed by Bernard B. Brockelman, its treasurer, and the Amalgamated Meat Cutters and Butcher Workers, Counter Men and Clerks, who constitute Local No. 407, has caused this agreement to be signed by its representatives of like tenor and date of the day and year first above written.

hereunto duly authorized, to this and to another instrument



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of*

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

Frances McDonnell, Sec'y
Amalgamated Meat Cutters
& Butcher Workmen #407
97 Illinois St.
Worcester, Mass.

May 14, 1938

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Dear Sir:

We have in our files a copy of your agreement with the Brockelman Brothers Market which expired April 8, 1938.

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

Brockelman Bros. Inc.

(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 350

Number of non-members working under terms of agreement 240

Branch of trade covered Meat Cutters and Grocery Clerks & Cashiers

Date renewed May 4, 1938 Date of expiration May 4, 1939

Please check here if you wish the agreement returned No

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.