

DEC 18 1943

WORKING AGREEMENT

OF

Local Union Number 439

OF THE

WESTERN FEDERATION OF BUTCHERS

STATE BRANCH OF THE

Amalgamated Meat Cutters and Butchers Workmen of North America

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR



**SAN GABRIEL AND POMONA VALLEYS
SAN BERNARDINO AND RIVERSIDE COUNTIES
42 EAST WALNUT STREET
PASADENA, CALIFORNIA**

SYcamore 2-4753—RYan 1-6210—San Bernardino 6854



**There is a satisfied feeling
about buying goods and services that better the wage and hour
standards of fellow Americans.**

AGREEMENT

This agreement entered into this.....day of.....194.....

by and between the.....

located at
and the LOCAL UNION NO. 439 of the WESTERN FEDERATION OF BUTCHERS, State Branch of the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, affiliated with the AMERICAN FEDERATION OF LABOR, CALIFORNIA STATE FEDERATION OF LABOR, Pasadena,—San Gabriel Valley Central Labor Council, the Pomona Central Labor Council, the San Bernardino Central Labor Council and Riverside Central Labor Council.

ARTICLE 1. In order to assure the securing of benefits intended to be derived by the employer and the employees under these articles of agreement, the employer agrees to employ from Local No. 439 as meat cutters, salesmen, delicatessen men, apprentices and sausage makers, only members who are and continue during their employment, and remain in good standing with Local No. 439.

It is agreed that all employees will be secured through the employment office of the Union.

If the Union is unable to furnish men, then non-members may be hired and must become members of Local No. 439 one week after date of employment and must continue in good standing with Local 439 during the entire period of their employment.

The employer agrees to at all times display the Union Market Card in a conspicuous place.

ARTICLE 2. That all retail markets displaying the Union Market Card, which is the property of Local No. 439 will at all times keep the hours as herein specified. The hours of work shall be as follows: From 8 a. m. to 6 p. m. on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday (with one uninterrupted hour off for lunch). All men should be off by 6 o'clock. However, if it is necessary a few minutes will be allowed but all men shall be off work as soon after 6 o'clock as possible, not to exceed fifteen minutes. There will be no work on Sunday or Hollidays.

There shall be no retailing, cutting or preparing or delivery of meats before 8 a. m. or after 6 p. m. by any Market Employer or Employee, and in case any Employer violates this section, no member of the Union will be permitted to work for such Employer, nor shall said Employer be allowed to display a "UNION MARKET" Card of this Union in his market.

SECTION (B) However, it is understood that in case there should be a shorter day established by law, then the nine (9) hour day or fifty-four (54) hour week as specified in this agreement will be void and the shorter hours will be immediately observed without any reduction in pay.

SECTION (C) No meatcutter shall work in any other department or no employee from any other department shall work in meat department except during lunch period of one (1) hour in one man markets. The lunch period shall be between eleven (11) a. m. and two (2) p. m.

ARTICLE 3. The following days shall be recognized as Legal Holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day (unless other holidays are made so by law.) That is to mean any new holiday that may come into existence that is not already mentioned in the foregoing part of this Article and that is generally observed as such in the industry. No deduction in pay for the specified Holidays.

SECTION (B) It is further agreed when a Legal Holiday falls on Sunday, the following Monday shall be considered the Legal Holiday, and observed as such by all members of the Union. Likewise there shall be no deduction in pay.

ARTICLE 4. The following minimum scale of wages shall be paid, and any employee at the date of entering into this agreement receiving more or enjoying better conditions than herein provided shall suffer no loss or change of any kind as a result of this agreement.

Market Operators, where 5 or more journeymen are employed	\$50.00 per week
Market Operators, where less than 5 journeymen are employed	47.50 per week
Back Room men	45.00 per week
Journeymen	42.50 per week
All Extra men	8.00 per day
Apprentices, first 6 months	22.50 per week
Apprentices, second 6 months	25.00 per week
Apprentices, third 6 months	27.50 per week
Apprentices, fourth 6 months	30.00 per week
Apprentices, third year	35.00 per week
Superannuated men	35.00 per week

When employees are called to work, and are not permitted to work a full day, they will be paid a full day's pay.

Definition of a "back room man". A back room man is construed to mean a man who puts his entire time in the back room, breaks all of the beef, keeps the cooler in order and cleaned, does all of the trimming and grinding of all ground meats. If not doing these duties, the man shall come under other classifications of this article.

Under no circumstances will an apprentice member be permitted to manage or operate a meat department or a meat market. One apprentice or superannuated man shall be allowed to every four (4) journeymen or fraction thereof. Market employing less than (4) shall be entitled to one (1) apprentice or superannuated man. Six (6) full days shall constitute a week's work. Employees working less than a full week shall be paid at the rate of "Extra Men's" pay. An apprentice or superannuated man working less than a full week shall be paid at the rate of \$6.00 per day.

SECTION (B) When the apprentices have worked three years at the trade they automatically become journeymen and shall be paid as such.

SECTION (C) Employees shall receive their pay each week. Extra men will be paid in full when their work is finished.

SECTION (D) Employer will furnish all linens used in markets, also launder same. Sharpening of tools shall be paid for by the employer.

SECTION (E) No member of this Union will be permitted to work in any market unless a wood covering is placed over the floor wherever concrete or concrete substitute exists behind the counter and further, no member will be allowed to work for any employer where first aid equipment is not furnished by being in a handy place within the market.

ARTICLE 5. Employees covered by this agreement who have one year's service with said employer shall immediately receive one week's vacation each year with pay or more without pay, without breaking seniority.

SECTION (B) A temporary absence from work, not to exceed three weeks, shall not affect the seniority continuity of the employment of any of the members of the Union.

ARTICLE 6. Local No. 439 shall have jurisdiction over all meats that are not cooked or prepared for immediate human consumption.

ARTICLE 7. The scale of wages in Article 4 herein were negotiated upon the Cost of Living Index Number 110.6 as specifically reported for Los Angeles Vicinity and is issued for December 1, 1941, in the Labor Information Bulletin of the Bureau of Labor Statistics of the U. S. Department of Labor. If and whenever there is an increase of five per cent or more, based on the Index Number above,—reported by the Department of Labor in the Bulletin, then the wages as shown in Article 4 shall be increased or decreased a like per cent as the increase or decrease in said Index Numbers indicate. Such raise or raises or decreases shall be in effect and paid immediately upon notification by the Union.

ARTICLE 8. No member of this Union will be allowed to handle in any form, any fresh or smoked meats or products coming from an unfair firm.

SECTION (B) The placing of a wholesale Butcher, Packer, Jobber, Fish or Sausage Company or any other firm 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 Western Federation of Butchers, and shall be effective after due notification by Local No. 439.

ARTICLE 9. No employee shall be asked to make any written or verbal agreement that will conflict with this agreement. Furthermore any agreement made with any employee shall not be recognized by the Union as an existing or valid contract and shall not act as an amendment or change of this contract.

ARTICLE 10. The Union Shop Card is the property of the Amalgamated Meat Cutters and Butcher Workmen of North America, and is loaned for display to employers who sign and abide by this agreement. The shop card can be removed from any market by the Secretary of the Local Union No. 439, or his deputy for any violation of this agreement.

ARTICLE 11. Duly authorized representatives of the Union, not on the payroll of the Employer, shall be permitted to visit the various places of business of the Employer for the purpose of observing working conditions and to see that this agreement is being fully carried out.

ARTICLE 12. Any market displaying the Union Shop Card must have at least one member of the Union working in said market.

ARTICLE 13. In consideration for the granting of the above conditions by the employer, Local Union No. 439, agrees to furnish men who will work for the best interest of the employer in every way, just and lawful, to give honest and diligent service to patrons of the employer's establishment, and to do everything within their power for the uplifting of the meat industry, and further agrees to expel from the Union upon sufficient proof, any member for a dishonest act connected with the business.

SECTION (B) Should the Union, at any time during the existence of this contract, grant any more favorable conditions to any other employer than that contained in this contract, this contract will be considered amended accordingly so that all employers will be working under the same terms and conditions.

SECTION (C) Local Union No. 439 further agrees to use its influence with Organized Labor and its friends to patronize only places that display the Union Market Card.

ARTICLE 14. This agreement shall take effect this day of, and continue in full force and effect until December 3, 1942 and continue in full force and effect from year to year unless notified, in writing, to the contrary by either party at least thirty (30) days prior to expiration date.

AMALGAMATED MEAT CUTTERS and BUTCHER
WORKMEN OF NORTH AMERICA,
AMERICAN FEDERATION OF LABOR,
LOCAL UNION NO. 439.

Signed Signed

For the Employer

For the Union

APPROVED BY: A. M. C. and B. W. of North America, A. F. of L., and Western Federation of Butchers of California.

CONFIDENTIAL

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

*Meat Cutters #439
Pasadena, Calif.
12-3-42*

UN. EXP. 12-8-43

February 2, 1942

Mr. Lee Johnson, Sec. Loc. #439
Amalgamated Meat Cutters
and Butcher Workmen
42 East Walnut Street
Pasadena, California

Dear Sir:

We have in our files a copy of your agreement with 100 retail and wholesale markets which expired in December 1941.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect, together with any supplemental wage rates that have been negotiated. We shall be glad to make 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 analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,



A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Individual Companies too numerous to mention

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

Number of companies covered by agreement 210 approx.

Number of union members working under terms of agreement 850 approx.

Number of non-members working under terms of agreement 10 approx.

Branches of trade covered Meat Cutters and Butcher Workmen

Date of expiration Dec. 4, 1942

Please check here if you wish the agreement --

Returned _____ Kept confidential yes

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.

(10181)



MEAT CUTTERS LOCAL NO. 439

42 EAST WALNUT STREET

PASADENA, CALIFORNIA

SYcamore 2-4753

Ryan 1-6210

July 21, 1943

To All Employers Operating Under the
Jurisdiction of Meat Cutters Union #439

Gentlemen:

This is to officially notify you that the War Labor Board has approved
our application for wage increases as follows:

Market Operators	\$57.50 per week
(Where 5 or more journeymen are employed)	
Market Operators	55.00 " "
(Where less than 5 journeymen are employed)	
Back Room Men	52.50 " "
Journeymen	50.00 " "
Apprentices, first year	30.00 " "
Apprentices, second year	35.00 " "
Apprentices, third year	40.00 " "
Superannuated men	40.00 " "
Extra men	9.00 per day

These wage scales are approved retroactive to December 4, 1942, and
are payable immediately. We have been advised that the 20% with-
holding tax should NOT be applied to any wages earned prior to
July 1, 1943. The customary deductions for Victory tax, Social
Security, etc., in effect prior to July 1, 1943, must of course be
deducted from all retroactive pay.

The above wage scale as approved by the War Labor Board will replace
the wage scale in Article 4 and automatically become a part of the
contract now existing between your Company and Meat Cutters Union
Local #439.

Thanking you for your prompt cooperation, we remain

Very truly yours,

MEAT CUTTERS UNION LOCAL #439

Lee Johnson, Secretary

JG 111-44-77
DEC 18 1943
12-3-41
new wage scale
retroactive to 12-4-42
12-4-42

BUDGET BUREAU NO. 44 - R212
APPROVAL EXPIRES FEBRUARY 15, 1945.

Meat #439 (178)
Pasadena, Cal.

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25

December 8, 1943

Mr. Lee Johnson, Sec'y, Loc. #439
Amal. Meat Cutters & Butcher Workmen
42 E. Walnut St.
Pasadena, Calif.

CONFIDENTIAL

Gentlemen:

Form

We have in our files a copy of your agreement with Retail & Wholesale Markets which was to continue in effect after December 4, 1942 unless 30 days notice was given by either party.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect, together with any supplemental wage rates that have been negotiated. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you specify that the wage rates or any other clauses in your agreement should be kept confidential, they will not be identified in our reports to persons outside Federal agencies. If your agreement and wage rates have been continued without change, a notation to that effect at the bottom of this page will be sufficient.

We should also appreciate current information regarding the items specified below. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,

A. F. Hinrichs

A. F. Hinrichs

Enc. Acting Commissioner of Labor Statistics

Name and Location of Company (If an Employers' Association, please give name and list member companies)	Number of Employees	No. Union Members Covered	Effective Date	Expiration Date

Products or type of work: RETAIL MEAT CUTTERS CONTRACT

Do you wish the agreements returned? Yes _____ No ☒

Lee Johnson 42 - East Walnut Pasadena 1 Calif.
(Signature) (Address)

Please specify, on the reverse side, clauses you wish kept confidential or add other remarks if you care to do so.

(LS 42-1319)