

POULTRY WORKERS UNION LOCAL 177
OF NEWARK AND VICINITY, AMALGAMATED
MEAT CUTTERS AND BUTCHER WORKMEN OF
NORTH AMERICA AFFILIATED WITH THE
AMERICAN FEDERATION OF LABOR.

AGREEMENT made and entered into this

day of 1938

By and Between the

POULTRY WORKERS UNION LOCAL 177 OF NEWARK AND VICINITY
a voluntary unincorporated association of more than seven
members, hereinafter referred to as "Union"

And

hereinafter referred to as "Employer".

W I T N E S S E T H

WHEREAS, the Employer is engaged in the retail
and wholesale poultry business, requiring the performance of
the work of selling and plucking, and requiring salesmen and
poultry workers to do and perform the work aforementioned, and

WHEREAS, both the Employer and the Union believe
in the soundness of the principle of collective bargaining and
are desirous of entering into this collective agreement, and

WHEREAS, the Employer recognizes the said Union
as the only labor organization in Newark and Vicinity truly
representing the retail and wholesale poultry salesmen and
pluckers of Newark and Vicinity and their true interest.

NOW, THEREFORE, in consideration of the mutual
promises herein made by each of the parties to the other, it
is hereby agreed as follows:-

1. That the Employer will employ in the said
poultry business solely and exclusively members in good standing
of the said Union and no others, to do and perform all the work
of selling and plucking.

2. That only such members who will be declared
by the Union to be in good standing will be employed by the
Employers and that upon notice from the said Union that any
one of its members employed or who may be employed by the
Employers has ceased to be of good standing or had resigned or
had been expelled or suspended from the Union the said Employer
will immediately terminate the employment of such a member and
will immediately replace him by another member of good standing.
In all such cases, written notice by registered mail by the
Union to the Employer shall be conclusive proof of due suspension,
expulsion, resignation or of bad standing of a member and the
regularity thereof shall not be subject to question by the
Employer.

3. That the said Employer will apply only to the said Union for all such salesmen and pluckers as may be required in the business of the said Employer, and, when engaging such help or labor, the said Employer promises and agrees not to employ any such worker or workers who will not present properly authenticated Union Working Cards, issued by the Union or its duly authorized Agent.

4. The Union promises and agrees that it will furnish the Employer with all salesmen and pluckers that the said Employer may require and that its members will perform their work in a good and faithful manner within the scope of their employment.

5. That the Employer upon accepting any salesmen and pluckers for a prospective "steady" employment will employ such workers for a trial period of not less than one week and that, after employing such person for a period of two weeks such person shall be regarded as a permanent employee.

6. Should any difference arise between the Employer and the Employees, which cannot be adjusted by the Representatives of the Poultry Workers Union Local 177, the parties hereto stipulate and agree that no STRIKE OR LOCKOUT shall take place but the controversy is to be submitted to arbitration within 24 hours. The Arbitration Board is to consist of an equal number of Employers and an equal number of poultry workers. In the event of the failure of the Arbitration Board to agree on the adjustment of the controversy the members thereof, by a majority vote, shall select a Referee whose decision shall be final and binding on all parties hereto.

W A G E S

7. The regular and steady worker shall receive not less than \$30.00 per week.

8. An extra worker is a worker who does not hold a regular or steady job. An extra worker shall receive \$7.00 per working day to consist of nine consecutive hours with an hour for lunch as near to the middle of the day as possible.

9. In the event that the said Employer shall be desirous of employing any part time workers preceding a holiday such employment of such part time workers shall be for not less than two consecutive days immediately preceding a holiday.

10. That the employment of any employee for any part or fraction of a regular day shall entitle the employee to full pay as if he worked a full day.

11. Employees working by the week shall be paid at the end of each week in cash. Employees working by the day shall be paid at the end of the day's work in cash.

H O U R S

12. Fifty hours shall constitute a week's work with one whole day off. Starting time shall not be before 7 a.m. every day except Thursday.

During each day the employee shall be entitled to one hour for lunch except Friday and Sunday.

The Employer has the privilege of ordering his employees in earlier on the following days: Thursday not before 5 a.m. and the day before a holiday the same as for Thursday.

Any overtime work done by regular and steady men shall be paid for at the rate of time and a half.

H O L I D A Y S

13. There shall be no work and the men shall be entitled to a full day's pay on the following legal holidays:

New Year's Day, Washington's Birthday(one-halfday) Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

On legal holidays a worker ordered out to work shall receive in addition to his full day's pay \$5.00 for four consecutive hours of work.

14. It is understood and agreed that it shall not be a violation of this agreement if our men refuse to work with persons who are not members of local 177.

15. The Employer agrees that this contract shall be binding upon and apply to the shop or shops now owned by the said Employer or any shop or shops that the said Employer shall in the future acquire either as an individual or as a controlling stockholder of a corporation, and it is further agreed that if the Employer shall move said shop or shops from its or their present location or locations, this contract shall be binding on the newly located shop or shops with the same force and effect.

16. The Employer expressly agrees that in the event that the said business shall consist of more than one market, the employer will not transfer or shift employees from one such market to another without the consent of the Union.

17. The Employer agrees that an authorized representative of the Union will be permitted to visit the premises of the said Employer at any time that said Union will find it necessary to do so.

18. This agreement shall go into effect the First day of April 1939 and shall continue in force until the First day of April 1939.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed and sealed
in the presence of:

By. _____ (LS)
EMPLOYER

POULTRY WORKERS UNION LOCAL 177

By. _____
Union

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

March 18, 1938

Mr. Raymond Thompson, Secy.
Amalgamated Meat Cutters and Butcher
Workmen of North America #177
213 Vanderpool Street
Newark, New Jersey

Peterson



97

My dear Mr. Thompson:

We have in our files a copy of your agreement with employers which expired February 1, 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

Live Poultry Protection Association
(If more than one employer, please list on reverse side)

Number of companies covered by agreement *25*

Number of union members working under terms of agreement *50*

Number of non-members working under terms of agreement *None*

Branch of trade covered *Live Poultry retail & wholesale markets*

Date renewed *April 1st 1938* Date of expiration *April 1st 1939*

Please check here if you wish the agreement returned *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.

Solomon Poultry market	256 Bergen St	Newark N.J.
West side	509 So 12 th St	"
Miss	650 So 13 th St	"
Candella	371 - 15 th Ave	"
Slade	274 Bergen St	"
Slotnik	307 - 15 th Ave	"
Jonesies	67 Summer Ave	"
Naussan	120 Naussan St	"
Rosenbloom	83 Peshine Ave	"
Bruss	50 Peshine Ave	"
Robbin	193 Spruce St	"
Klein	283 Prince St	"
Brownstein	215 Prince St	"
Broome St	218 Prince St	"
Davis	128 Prince St	"
Schwartz	118 Prince St	"
Leiter	96 Prince St	"
Essep	92 Prince St	"
Leikerman	66 Prince St	"

Brownstein Poultry Market	12 Jones St	Newport
Gross " "	105 Union St	
Independent Meat + Poultry	306 Ferry St	
West End Poultry Market	731 So. 17th St	
Frontland " "	104 Van Buren St	
Brown " "	220 Broome St	5

20