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CONFIDENTIAL

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MEMORANDUM OF AGREEMENT

Pittsburgh, Pa

By and between the FRANK J. KUHN Company, hereinafter called the Employer, and the Local Union of the Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union #424, hereinafter called the Local Union and shall cover all employees with the exceptions therefrom of Inside Office Force, Officials, persons who are Foremen, (not working foremen) Truck Drivers, Engineers and Salesmen.

Clause 1. The Company shall recognize the representatives of the Local Union as the sole bargaining agency, in the matter of Employer and Employee relationship of wages, hours of labor, and working conditions, and any other matter that may affect the employees.

Clause 2. As the majority of employees have chosen the representatives of the Local Union as the bargaining unit, all employees covered by this agreement shall become and remain while employed by the above employer, members in good standing in the Local Union.

(a) Clause 3. The Company shall agree not to discriminate against any employee who shall serve on any committee of the Union.

(b) Clause 3. The committeemen shall have the right to refer any grievance to a Foremen or the Management for adjustment, but it is agreed grievances will not be taken up at a time that will interfere with Plant production.

Clause 4. As the membership of the Local Union consists of persons experienced in the employer's Industry, it is agreed when a vacancy exists or additional help is required the employer will notify the representatives of the Local Union, and give preference to such employees as are presented, unless the person presented is known to be unqualified to perform the required duties of the vacancy. The Employers shall reserve the right to employ any persons needed and such persons as are employed shall become and remain members of the Local Union if retained for a period of more than 15 working days.

Clause 5. When any matter affecting the members of the Local Union shall arise, it shall first be brought to the attention of the Plant Superintendent by the representative of the Local Union for adjustment, and if a settlement cannot be reached the employer agrees to meet with the Representatives of the Local Union within (10) ten days after notice has been presented in writing and endeavor to adjust the matter, but work shall continue, pending negotiations and final outcome thereof. Should the Representatives of the Local Union and the Employer fail to settle any matter within ten (10) days, it shall be referred to a Board of Arbitration at once, the Board to be chosen in the following manner. Two by the Employer, one by the Local Union and a fifth appointed by the 1st., the Department of Labor and Industry of the State, 2nd., by the U. S. Department of Labor, and the findings of this Board shall be binding both on the Employer and on the Local Union. All matters shall be reduced to writing and answers thereto shall be the same.

(b) Clause 5. The Employer hereby agrees not to tamper with or in any way negotiate with an individual or a group of individuals either directly or indirectly, without written permission of duly authorized union representatives.

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Clause 6. The Representatives of the Local Union with the employers permission shall have access to the Employer's Plant to investigate matters that may arise, but shall in no way interfere with Plant production.

Clause 7. Bulletin Boards shall be provided by the Company in the various departments of the Plant upon which notices concerning Official Business of the Union may be posted. Such notices must bear the Official seal of the Union.

Clause 8. It is agreed a roster showing seniority of employees shall be kept on file in the Company's office, and a copy will be given to the Local Union.

Clause 9. In the matter of promotions, lay-offs, rehiring, seniority shall prevail, exempting skill, when mutually agreed on and any employee laid off shall be rehired before new employees are hired, provided he is efficient and physically fit.

Clause 10. Foremen and Salesmen shall not perform the work of regular employees, in order to deprive them of their hours of labor, unless in case of an emergency.

Clause 11. In the case of a reduction of forces in any department due to lack of work, the employees laid off shall be given preference in employment, if extra work is available in other departments and shall if possible, upon restoration of forces in their regular department, to be returned to their original positions, if they desire this transfer. There shall be no reduction in wages, to any employee on account of transfer unless same is agreed upon between the Company and the employees. Plant and department work shall be divided as equally as is humanly possible among the employees.

Clause 12. Forty-eight (48) hours shall constitute a basic work week. Three (3) Eight Hour Days, One (1) Nine Hour Day and one (1) Ten Hour Day. Saturday five (5) Hours. The above nine (9) and ten (10) hour days to be used with the employers discretion, and any time worked over the above stated hours, shall be classed as overtime and be paid for at the rate of time and one half.

(b) Clause 12. Lunch periods shall be one hour and at no time should they work more than five hours without same.

(c) Clause 12. Double time shall be paid for all work performed on Sundays and Legal Holidays, as specified: New Years Day, Decoration Day, Thanksgiving Day, Independence Day, Labor Day, Christmas Day and Armistice Day.

Clause 13. There shall be no deductions made from employees paid by the week for any time lost due to a Holiday, or from lack of work, nor shall they be required to make up hours of labor so lost.

(b) Clause 13. The basic work week for all weekly paid employees shall be forty-eight hours.

(c) Clause 13. The wages for skilled help shall be set by collective bargaining.

Clause 14. WAGE AGREEMENT: It is requested that an increase of ONE CENT per hour shall be granted to all employees, to be effective on the twenty-third (23rd) day of February, 1939.

(b) Clause 14. MINIMUM CLAUSE: 40¢ per hour for start
45¢ " " after six months
50¢ " " after one year.

(c) Clause 14. When an employee shall replace an employee or fill a vacancy for more than one day that pays a higher rate of pay than paid to them on their regular position they shall receive the highest rate of pay, except vacations, and illness.

Clause 15. Wages for skilled help shall be set by collective bargaining decision of prevailing rate of pay to person performing same operation.

Clause 16. When employees are ordered to report for work then sent home through no fault of their own, a minimum of two hours pay will be granted, and waiting time in case of a breakdown or delayed starting, shall be paid for and such hours counted as part of the regular week.

Clause 17. The following provisions shall govern employees' vacation periods.

1. All employees covered by this agreement shall be guaranteed twenty (20) hours vacation pay.
2. Any and all hours worked over forty (40) during employees vacation period shall be paid at the rate of time and one half.
3. Lay-offs, sickness, or injury shall not cause a loss of seniority in time of computing employees rights for vacations. It is agreed lay-offs shall not exceed ninety days.
4. The date of employees vacations shall be granted in departments by seniority.

Clause 18. This agreement shall continue in effect and be binding upon both parties until JAN 23 1940 (?). Should either party then desire to terminate this agreement thirty (30) days notice shall be given in writing.

This agreement unless changed, shall automatically renew itself from year to year and the provisions of this new agreement shall be effective and the date of expiration of this agreement.

WITNESS:

PARTY OF THE FIRST PART

Frank Kuhn

WITNESS:

PARTY OF THE SECOND PART

Michael W. Betzold

