

AGREEMENT D

WHEREAS, the parties hereto desire to establish the standards and hours of labor, rates of pay and other conditions under which the employees shall work for the undersigned employers during the term of this agreement:

Therefore, this agreement entered into this 8/15/37 day of \_\_\_\_\_, by and between the \_\_\_\_\_ COMPANY and LOCAL UNION #401, of the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, shall be in effect until the day of 12/31/38, and thereafter until a new agreement is signed. The time limit of this contract to be six months.

Said agreement shall cover all employees engaged in the handling of Meats, Fish, Poultry, and their by-products.

In consideration of the mutual performance in good faith by both PARTIES to this agreement, individually and collectively, the said PARTIES do hereby agree to, and with each other, as follows:

1. The Company agrees to employ persons who are, or will become, members of the Union as regular help and persons who receive a permit as extra help.
2. The Company shall display a shop card furnished by representatives of the Union.
3. The Company agrees to furnish the necessary tools and linen as may be required for efficient and sanitary service.
4. No work shall be performed by employees of the Union on Sundays or on the following legal Holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Armistice Day, and Christmas Day. Employees of the Union shall not be penalized for the above Holidays by reductions in pay, or by compensatory overtime.
5. In cases of lay-off or discharge, the Management shall serve Three (3) days advance notice on the employee or employees so affected. Included in the Three (3) day advance notice, shall be a written statement explaining the cause of said lay-off or discharge.
6. In cases of voluntary resignation, employees are required to give the Management a Three (3) days advance notice.
7. For promotions and continued employment, seniority shall be the determining factor.
8. Hours of labor shall not exceed Fifty-four (54) hours in any one week, starting at 7:45 A.M. and quitting at 6:00 P.M. on week-days; and starting at 7:15 A.M. and quitting at 9:00 P.M. on Saturdays; overtime in excess of these limits shall be compensated at the rate of time and one-half for emergency purposes only. The hours of labor on a day preceding a Holiday shall be the same as those on Saturdays. One-half ( $\frac{1}{2}$ ) day off each week, from 1:00 P.M. to 6:00 P.M. shall be granted to the employees.
9. Lunch periods on Saturdays and days before Holidays shall consist of one-half hour for lunch and one-half hour for supper. On all other days, one hour for lunch will be considered the standard lunch period.
10. The wage scale shall be classified as follows:
  - (1) For regular employees performing all-around work -- a minimum of Thirty-two Dollars and Fifty cents, (~~32.50~~) per week and Counter men-- a minimum of Twenty-five (~~25.00~~) Dollars per week.
  - (2) Persons in charge of departments or markets -- a minimum of Forty Dollars (\$40.00) per week, plus 1% bonus of gross sales for market managers.
  - (3) No employee shall be re-classed as a method of cutting wages, and no person shall be classified as other than a "meat cutter" if he performs the work ordinarily required of a meat cutter.
  - (4) Employees working Fridays and Saturdays only shall receive \$14.00, and Eight Dollars (\$8.00) for Saturdays.
  - (5) Any employee now receiving wages or other conditions superior to the ones specified in this agreement, shall not be penalized by any provision in this agreement.
11. Apprentices shall not be hired in any market that does not employ one other regular worker, unless special permission is granted by the Union.
12. All employees with One to Four years service with the Company shall receive annually one week's vacation with pay.
13. There shall be no discrimination against Union members; and Union members or their representatives shall have the right to call on the Management at any time to settle grievances.
14. No strike shall be called by the Union, and no lock-out shall be entered into by the Company until all peaceable means of settlement have been tried.
15. Grievances arising between the Management and members of the Union shall be referred to the employer by a duly authorized Grievance Committee from the Union.
16. This agreement shall be in effect and binding after expiration date, unless Thirty (30) days notice prior to expiration date is presented in writing by either Party wishing to alter or terminate the contract.

(SIGNED) \_\_\_\_\_

FOR THE COMPANY

(SIGNED) \_\_\_\_\_

FOR THE UNION

U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

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UNION AGREEMENTS

November 4, 1937

*Wm. Huff*  
Mr. L. G. Dowersocks, Secretary,  
Amalgamated Meat Cutters and  
Butcher Workmen #401,  
608 3rd Avenue,  
New Kensington, Pennsylvania.

Dear Sir: For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can be of service to you at any time, please write me.

Very truly yours,

*Isador Lubin*

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement 42 companies  
(stores) Local 401

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

Number of companies covered by agreement 42

Number of union members working under terms of agreement 55

Number of nonmembers working under terms of agreement app. 20

Branch of trade covered Meat cutters & Butcher workmen

Date signed 8/8/37 Date of expiration 8/15/38

Peter Bongiovanni  
(Name of person furnishing information)

New Kensington, Pa.  
(Address)