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7-16-1936

Amalgamated Meat Cutters and Butcher Workmen of North America, Local 266 (1936)

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Amalgamated Meat Cutters and Butcher Workmen of North America, Local 266 (1936)

Location

Santa Cruz, CA

Effective Date

7-16-1936

Expiration Date

7-16-1937

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

266

NAICS

44

Sector

Private

Item ID

6178-009b130f015_01

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States
Department of Labor, Bureau of Labor Statistics

Comments

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Santa Cruz
Cal.

37-37-114

AGREEMENT OF RETAIL MARKET EMPLOYEES

This agreement, entered into this Sixteenth day of July nineteen hundred and thirty five, between the undersigned Employer, the party of the first part (hereinafter known as the Employer), and the Butcher's Union Local #266 of the Amalgamated Meat Cutters and Butcher Workman of North America, the party of the second part (hereinafter known as the Union).

Section 1. (a) The Employer agrees to employ none but members of this Union in good standing, provided however, that in cases where the Union cannot supply an Employer with help, the Employer may hire non-Union men, if eligible to affiliate with Local #506 provided said Employee makes application for membership in this Union within one (1) week of employment.

(b) When any employee is sent out from the Union office to a position and arriving on time at said position and is informed another man has been hired, said employee as sent from the Union on request of the Employer, shall be put to work.

Section 2. The Employer agrees to allow the Business Representative of the Union, at any time, to investigate the standing of employees in the house.

Section 3. Members of this Union are not allowed to work on the following holidays: New Years Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, and Christmas Day.

Section 4. It is further agreed that fifty-four (54) hours shall constitute a week's work for Market Operators, working in Markets wherein no working Employer acts as meat-cutter, same to be worked between the hours of 8 AM and 6 PM on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, with the exception of weeks containing a holiday as of Section 3, when such holidays shall be strictly observed.

(b) Forty-eight (48) hours shall constitute a weeks work for Journeymen Meat Cutters and Apprentices, to be worked as follows: 8 hours on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday same to be worked between the hours of 8 AM and 5 PM or 9 AM and 6 PM with the exception of weeks containing a holiday, when such holidays, as Section 3 specifies, shall be strictly observed.

(c) There shall be no retailing of meats before 8 AM and after 6 PM on week days and no meat to be sold on Sunday or any holiday specified in Section 3 of the agreement, by Market Employer or Employee. In case any Market Employer violates this Section, no member of this Union will be permitted to work for said Employer.

(d) Employees to be given sufficient time to clean up and be out of Market at 6 PM and it is understood that no stock taking be permitted before 8 AM or after 6 PM.

(e) If a holiday falls on Friday, steady employees will be allowed to work nine (9) hours on the following Saturday. This does not apply to extra men.

(f) All employees shall be allowed one (1) full uninterrupted hour for lunch.

Section 5. (a) All Union Markets shall display the International Union Shop Card and said card shall at all times remain the property of the Union and shall be removed from any Market not complying with this agreement.

(b) Any Market that operates more than sixty (60) hours per week shall not be classed as a Union Market, and shall not be permitted to hire Union men.

(c) No Market shall be classed as a Union Market unless a journeyman Meat Cutter is hired steady. This does not apply to Markets where the proprietor operates the Market alone.

Section 6. Employees employed as wrappers, handling knife or performing other duties than wrapping any portion of the time shall become members of this Union.

Section 7. All Calf Skinners shall come under the jurisdiction of Local #506 and shall skin calves only. Any Calf Skinner found performing the duties of a Meat Cutter shall be penalized.

Section 8. One (1) apprentice shall be allowed to every four (4) Journeymen. Markets employing less than four (4) Journeymen, shall be entitled to one (1) apprentice.

Section 9. (a) No employee shall be allowed to handle any fresh smoked or frozen meats coming from an "UNFAIR" firm.

(b) The placing of any Retail Meat Dealer, Wholesale Butcher, Packer or Jobber upon the "UNFAIR" list, shall be done only pursuant to the jurisdiction and laws of the Amalgamated Meat Cutter and Butcher Workman of North America, and the State Federation of Butchers, and the Santa Clara County Building Trades-Central Labor Council, and shall be effective fifteen (15) days after due notification by the party of the second part.

(c) This Section does not apply in any manner to any firm declared "UNFAIR" prior to the date of this Agreement.

Section 10. No member of this Union will be allowed to work in any Market unless a suitable floor covering is placed over the floor where concrete floor or concrete substitute exists behind the counter.

Section 11. No member of this Union shall operate a Market as manager except a Journeyman Butcher, unless in cases of Superannuated members; in case of emergency or sickness, apprentice may operate market as manager for one week. Journeyman's wages are to be paid, in all cases.

Section 12. Employees termed as operators, foreman, etc., who cut meat or wait on trade, come under all provisions of this agreement.

Section 13. The following shall be the minimum rate of wage for Retail Market Employees:

- (a) Market Operators----- 45.00 per week
- (b) Journeyman Meat Cutter----- 47.00 per week
- (c) Apprentice, first six months----- 16.00 per week
- (d) Apprentice, second six months----- 18.00 per week
- (e) Apprentice, third six months----- 25.00 per week
- (f) Apprentice, fourth six months----- 30.00 per week
- (g) Extra Men, Market Operators, 9 hrs----- 8.00 per day
- (h) Extra Men, Journeyman, 8 hrs----- 7.00 per day
- (i) Apprentices shall not replace a Journeyman or operator for extra work.
- (j) Employees working any part of a day shall receive a full days wage.

(k) Whenever employees are not notified when Saturdays work is finished that their services are no longer required, it shall be understood that employment shall continue on through the following week, with the exception of extra men.

(l) Six (6) full days shall constitute a weeks work. The weeks shall begin with Monday. Employees working less than a full week, shall be paid at the rate of extra man's pay.

(m) Apprentices, after serving two years shall receive Journey mens wage upon the recommendation of a joint committee, composed of two representatives of the Union and two representatives of the Employer.

(n) Apprentices shall only be employed with the understanding that such apprentices shall be given every opportunity to learn the trade.

Section 14. Employees working the day before and the day after a holiday shall receive pay for the holiday; however, this Section refers only to steady employees.

Section 15. Superannuated members wage to be decided by the representative of the Union and the Employer.

Section 16. The Employer shall furnish linen and laundry.

Section 17. No member shall be unfavorably affected in wages or any other privileges he may now enjoy, by the adoption of this agreement.

Section 18. This agreement shall go into effect the 16th day of July 1936, and remain in effect until the 16th day of July 1938, and thereafter until a thirty day notice in writing shall be given by either party for a desired change in the agreement, with the exception, that, in the event a condition may arise beyond the control of either party, Section 13 of this agreement may be opened upon a thirty day notice in writing by either party.

Employer:

Amalgamated Meat Cutters
and Butcher Workmen, #266

Still in force + effect

Bauer