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Collective Bargaining Agreements

6-18-1934

Amalgamated Meat Cutters and Butcher Workmen of North America, Local 126, AFL, Western Federation of Butchers of California (1936)

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Amalgamated Meat Cutters and Butcher Workmen of North America, Local 126, AFL, Western Federation of Butchers of California (1936)

Location

Fresno, CA

Effective Date

6-18-1934

Expiration Date

6-18-1935

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

126

NAICS

44

Sector

Private

Item ID

6178-009b130f007_11

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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SAUSAGE MAKERS
A G R E E M E N T

THIS AGREEMENT, made and entered into this eighteenth day of June 1934, by and between the undersigned employer, party of the first part, and Local No. 126, A. M. C. & B. W. of N. A., A. F. of L., and the WESTERN FEDERATION OF BUTCHERS OF CALIFORNIA, party of the second part.

WITNESSETH:

Section 1. (a) In order to provide for the general welfare by promoting the organization of the sausage manufacturing industry, for the purpose of cooperative action among trade groups, to induce and maintain united action of labor and management under adequate governmental sanction and provision, to eliminate unfair competitive practices, to reduce and relieve unemployment, to increase the consumption of industrial and agricultural products by increasing purchasing power, to improve standards of labor, and otherwise to rehabilitate and conserve natural resources; we, the Western Federation of Butcher Workmen, through the respective local unions, the true representatives of the employees, and the Sausage Makers employer, do hereby make this agreement.

(b) As provided in Section 7 (a) of the National Industrial Recovery Act, the following is hereby made a part of this agreement.

(c) Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(d) No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

Section 2. The Employers agree to employ only members of the Union in good standing, provided, however, that in case the Union cannot supply a satisfactory employee, they may hire anyone, provided that said employee makes application for membership in the Union two weeks after his employment.

Section 3. It is further agreed that forty hours shall constitute a week's work, to be worked as follows: Eight hours on MONDAY, TUESDAY, WEDNESDAY, THURSDAY, and FRIDAY, same to be worked between the hours of 7 a. m. and 4 p. m.

(b) It is hereby understood and agreed that during the holiday week, where the holiday falls on any day but Saturday, thirty-seven hours shall constitute a week's work, eight hours per day.

Section 4. Employees shall not be allowed to work on Sunday, nor on the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day or other designated holidays.

Section 5. (a) The following shall be the minimum rates of wages for sausage makers:

- | | |
|--|--------------------|
| 1. Head Sausage Makers | \$50.00 per week |
| 2. All other sausage makers | 40.00 " " |
| 3. Extra Men | 8.50 per 8 hr. day |
| 4. Apprentices, 1st six months | 20.00 per week |

- 5. Apprentices, 2nd six months \$25.00 per week
- 6. Apprentices, 3rd six months 30.00 per week
- 7. Apprentices, 4th six months 35.00 per week

(b) Employees hired as extra men, and working less than a full week of 40 hours, shall receive pay at the rate of extra time.

(c) There shall be allowed one apprentice in each factory, and one additional apprentice for every four journeymen or fraction thereof.

Section 6. In case of emergency, time and one-half shall be paid for overtime.

Section 7. (a) After serving two years an apprentice shall receive journeyman's wages, provided that he passes the journeyman's examination.

(b) In case of superannuated members the wages are to be decided by the respective representatives of the Union and the Employer.

Section 8. (a) After serving two years, each and every apprentice must pass an examination before a committee consisting of representatives of the employees. Applicants who have served their apprenticeship elsewhere may take the examination upon a proper showing of experience. An apprentice failing to pass the examination shall not be eligible for re-examination within three months.

(b) Any employer of a sausage manufacturing establishment employing an apprentice who after a period of two years and three months fails to qualify as a journeyman, shall be prohibited from employing any other apprentice, until the first apprentice is qualified as a journeyman. No more than two years and six months are allowed any employer in which to qualify an apprentice as a journeyman.

Section 9. In the event that any learned sausagemaker coming from a foreign country is employed, his rate of pay shall be set by the respective representatives of the employers and the Union.

Section 10. Sausage wagon drivers who are classified as salesmen shall receive \$37.00 per week. Deliverymen shall receive a minimum of \$25.00 per week. Any one peddling or selling sausage shall be classified as sausage wagon driver and shall receive the wage of \$37.00 per week.

Section 11. No sausage wagon driver or deliveryman shall be permitted to work before 7:00 a. m. or after 5:00 p. m., or to work more than 48 hours per week.

Section 12. No member of this Union shall be permitted to handle any fresh or smoked meats coming from an "unfair" firm.

Section 13. The placing of a wholesale butcher, packer or jobber 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 of California, and shall be effective fifteen (15) days after due notification by the Union.

Section 14. The authorized representatives of the Union shall be permitted to make an investigation of any and all grievances that may arise in the shop and endeavor to adjust same.

Section 15. Upon requesting information of any employer, the secretary of the Union shall have the privilege of substantiat-

ing wages paid to any member of the Union.

Section 16. (a) Employers shall keep a complete daily time record of each employee, these records to be open for inspection during regular working hours to the representatives of the men.

(b) The employer shall keep posted in a conspicuous place at the time clock or at the time-card's rack, a notice specifying the regular pay day, and the starting and finishing time of each regular day.

Section 17. The following machinery shall be immediately set up to take care of all disputes growing out of the labor provisions of this agreement.

(a) An Administration Board, consisting of two representatives of the employees and two representatives of the employers, shall be formed.

(b) All cases of disputes and grievances which may arise shall be submitted to the Administration Board, and such disputes or grievances shall be put in writing. The representative of the employee or of the employer presenting the case shall at all times be present at the time of hearing.

(c) Where a case has been settled by the Administration Board their decision shall be binding on both parties.

(d) Where the Administration Board cannot settle any dispute or grievance, a third uninterested party shall be called in to consider the case, and the decision handed down shall be binding on both parties.

(e) Adequate records of all cases brought before the Administration Board shall be kept.

(f) Any expense incurred by the Board by mutual consent of both parties on the Board shall be borne equally by the employees and the employers.

Section 18. This Agreement shall remain in effect for the period of one year from the date of this agreement, and thereafter subject to thirty (30) days' notice of a desire to change by either party, provided, that the weekly wage scale shall be subject to thirty (30) days' notification of a desire to change by either party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by their duly authorized representatives, this eighteenth day of June 1934.

AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN LOCAL
No. 126

Business Agent

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