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Collective Bargaining Agreements

4-4-1941

Great Atlantic and Pacific Tea Company and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 513, AFL (1941)

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Great Atlantic and Pacific Tea Company and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 513, AFL (1941)

Location

Birmingham, AL

Effective Date

4-4-1941

Expiration Date

4-4-1942

Employer

Great Atlantic and Pacific Tea Company

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

513

NAICS

44

Sector

Private

Item ID

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Comments

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To Be Returned
To Contribution

7711-42-43

Confidential

43

Meat # 513
Birmingham, Ala.

X-4-4-42

H. T. COLVIN

Great

A G R E E M E N T

The Agreement made this 4th day of April, 1941, by and between the Great Atlantic & Pacific Tea Company, a corporation, hereinafter referred to as the Employer and Local No. 513, of the Amalgamated Meat Cutters and Butcher Workmen of North America, A. F. of L., of Birmingham, Alabama, hereinafter referred to as the Union.

WITNESSETH:

That whereas the parties of this agreement desire to establish and maintain a mutual understanding, to create harmonious relations between the employer and the employee and to abide by this contract to settle any and whatever dispute may arise between them it is therefore, by both parties understood and agreed that:

The Employer recognizes the Union as the exclusive bargaining agency for all its employees who are members of the said Local Union No. 513.

The Union agrees to assist in furnishing competent extra men for Friday and Saturday and assist in securing help at all times through the Union office. If the Union cannot furnish competent help, then the employer may hire additional help who shall file application for membership in the Union.

All employees who are eligible to membership upon the signing of this contract must immediately become members within two weeks and so remain on good standing with Local Union No. 513, during the life of this contract.

All privileges granted employees prior to the signing of this agreement shall not be disturbed.

Hours of Labor shall remain the same until Local Union No. 513, Amalgamated Meat Cutters & Butcher Workmen of North America, have organized a majority of the retail meat dealers in the City of Birmingham. When this is accomplished, the agreement will be opened for negotiations relative to hours only, unless this agreement has expired.

When extra men report for work pursuant to written instructions from the employer and is not given work, he shall be entitled to one-half days pay.

The Union agrees that its members shall be at stores not later than 15 minutes prior to the time for starting the day's work and that not to exceed 30 minutes after closing time on Monday to Friday inclusive, and one hour on Saturdays eves of hereinafter specific holidays will be allowed to its members to clean up.

VACATIONS

Employees covered by this agreement who have one year's service with said employer shall receive one weeks' vacation each year with pay.

HOLIDAYS

There shall be no work on the following holidays: Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Sundays. Employees shall not be docked for such holidays.

DEPT. OF LABOR
Conciliation Service
MAY 7 1941
A.M. 7 8 9 10 11 12 P.M. 1 2 3 4 5 6

WAGES

The minimum wage for market managers, journeymen and apprentices shall be as follows: Any employee receiving more than the minimum shall not be reduced.

Market Managers: Less than	\$ 200	weekly meat vol.	\$ 22.50	per week
	250 to	\$ 250	weekly meat vol.	25.00	per week
Over	250 to	\$ 300	" "	"	28.50 per week
Over	300 to	\$ 450	" "	"	32.50 per week
Over	450 to	\$ 650	" "	"	35.00 per week
Over	650 to	\$ 1000	" "	"	37.50 per week
Over	1000 to	\$ 1250	" "	"	40.00 per week
Over	1250 to	\$ 1500	" "	"	42.50 per week
Over	\$ 1500	" "	" "	"	45.00 per week
Journeyman Meat Cutters (Full Time)				\$ 25.00	per week
Apprentice Meat Cutters (Full Time)				\$ 17.00	per week
Part-Time Journeyman Meat Cutters	hourly rate40¢	per hour
Part-Time Apprentice Meat Cutters	hourly rate30¢	per hour

One apprentice shall be allowed to every journeyman in stores doing less than \$ 450 meat volume weekly---over \$ 450 meat volume weekly one apprentice to every two journeymen, if needed.

LINEN

The employer agrees to furnish all linen for the employees and the Union agrees that all its members shall look presentable to the public and to the best of their ability work for the interest of the Company. The Union agrees that its members will keep the markets in high class sanitary condition.

DISCHARGE

The Employer shall have the right to discharge any employee who is a member of the Union for good cause, such as Dishonesty, Incompetency or Intoxication, provided however that no member of the Union shall be discriminated against because of membership in the Union or Union activities.

The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's stores, provided, however, that representatives of the Union shall have free access to the Employer's markets.

The Employer agrees that any member of the Union employed by the Employer during the period of this agreement who is elected to permanent office in the Union or is assigned by the Union to any Union activity necessitating leave of absence shall be granted such leave of absence and shall, at the end of the term in the first instance, or at the end of his mission in the second instance be given re-employment at his former wage rate, plus any increase or less any reduction that may have become effective during his absence.

The Union agrees to furnish the Employer at least one Union store card for each of the Employer's stores. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

NO STRIKE OR LOCKOUT

It is mutually agreed that there shall be no strikes or lockouts during the existence of this agreement.

Should it be found impossible to arrive at a mutually satisfactory adjustment of any grievance, it will then be turned over to a Board of Arbitration consisting of one member to be selected by the Company and one member by the Local, the two then to select a third who shall act as chairman.

A board of Arbitration in such cases shall be appointed within two(2) weeks after the grievance is first discussed, and the decision of the Board shall be given within seven (7) days after its appointment; its decision to be final and binding upon both parties.

There shall be no cessation of work by membership or lockout by employer pending Arbitration.

Any alteration that may be desired by either party to the agreement at the time of its expiration must be made known not later than thirty days prior to the expiration, and in the event the thirty days notice is not given it is hereby agreed by and between both parties that this said agreement shall be treated and considered as being renewed in full for the ensuing year from date of expiration.

This agreement expires 4-4-42, subject to the conditions of the article.

IN WITNESS WHEREOF: the undersigned parties have heretofore executed the foregoing Agreement and affixed their hands and seals this 4th. day of April 1941.

EMPLOYER

Great Atlantic & Pacific Tea Co.

BY C. A. Schimmat

AMALGAMATED MEAT CUTTERS & BUTCHER
WORKMEN OF NORTH AMERICA A. F. of L.

BY W. W. Seale
PRESIDENT

BY Ray F. Zirtzman
SECRETARY

BY Lee A. Jordan
REPRESENTATIVE