11-22-1937

Mongolia County, West Virginia Board of Education, Building
Service Employees' International Union, Local 42, AFL (1937)
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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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THIS AGREEMENT, made and entered into this 22 day of November, 1937, by and between Board of Education of Monongalia County, West Virginia, hereinafter designated as party of the first part, and the Building Service Employees' International Union, Local Union No. 42, being school employees local union of Monongalia County, West Virginia, affiliated with the American Federation of Labor, hereinafter designated as party of the second part:

WITNESSETH: That for and in consideration of the mutual covenants and agreements hereinafter set forth, the execution and carrying out in good faith of this agreement, and other good and valuable consideration, receipt of all of which is hereby acknowledged, the parties hereto do hereby name and enter into this agreement, which shall be in force and effect from the date hereof until the 30th day of June 1938.

1. It is mutually covenanted, understood and agreed that members of Local Union No. 42, party of the second part, now employed by the said party of the first part, will be paid by the party of the first part the respective amounts which they are now earning. It is understood and agreed that the wages now being received shall be minimum wages, and that there shall be no reduction in the present wage during the life of this agreement; and it further understood and agreed that in event funds become available from which party of the first part could increase the wage scales now in existence both parties may negotiate with the other with the view to increasing the present wage standard at any time during the life of this agreement.

2. All janitors' time of pay day will remain the same as at present except that the fourth month check will be paid January 4, 1938 to the janitors of the larger schools, a list of which will be prepared and agreed upon by the Committee from Local Union No. 42 and the Financial Agent of the party of the first part on or before December 3, 1937.

3. All school buildings consisting of two or more stories shall be equipped with safety hooks for window washing, and all janitors of such buildings shall be furnished with safety belts by the party of the first part, in so far as available budgeted funds permit.

4. It is expressly understood and agreed that the said
party of the first part will recognize representatives of said party of the second part as a bargaining agent for its members.

5. It is further expressly covenanted, understood and agreed by and between the parties hereto that any differences that may arise between the parties hereto as to the interpretation of this agreement, or any clauses or terms thereof, or of any disputes arising hereunder or by virtue hereof, shall be referred to a board of arbitration, which said board of arbitration shall consist of two members of the party of the first part and two representatives of the party of the second part, and any decision by a majority of said board of arbitration shall then be referred to the said Board of Education with the recommendation of the majority of said board of arbitration; and it is expressly understood and agreed that all questions at issue shall be settled by said board of arbitration as expeditiously as possible, and in no case more than two weeks shall be taken by said board of arbitration to render a report and recommendation to the party of the first part.

6. It is also further agreed that said party of the second part will not call any strike of its members in sympathy with other organizations of labor unions, or for any reason that they have themselves with the said party of the first part, unless sanctioned by the American Federation of Labor, and that its members will faithfully perform their respective duties toward the party of the first part under this agreement to the best ability throughout the life of this agreement.

7. It is also expressly agreed that in case of furlough or lay off of employees covered by this agreement, seniority of said workmen shall be recognized and the workmen longest in the service of said party shall be retained in employment.

8. It is also agreed that no member of said party of the second part shall be discharged to satisfy the personal grievance of any person or organization or of said party of the first part, or for his activity as a member of a labor organization including said party of the second part, and only for incompetence, misconduct or other
reasons agreeable to said party of the first part and the Superintendent
of County Schools of said County, the principal or supervisor immediately
in charge, and of said party of the second part.

9. Any employee working 15 months for the Board of Edu-
cation shall be granted one week's vacation with pay.

10. It is also agreed that a new agreement to take the
place of this one shall be presented thirty (30) days prior to the
date of the expiration of this agreement.

For Local Union No. 42

By Elmer Long Pres.

J.M. Speicher Sec. Treasurer

L. E. Davis Committee

A. J. McDaniel Committee

D. T. Brown Committee

For the Board of Education

of the County of Monongalia

By C. H. Ambler Pres.

Floyd B. Cox Sec.
May 18, 1938

Mr. L. W. Lynch, Secy.
Building Service Employees' Union #42
208 East End Avenue
Morgantown, West Virginia

Dear Sir: Information has come to us that you have concluded an agreement with the County Education Board.

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. 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 shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin
Commissioner of Labor Statistics.

Name of company or employers' association signing the agreement
Board of Education, Monongalia County, West Virginia.

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

Number of companies covered by agreement

Above stated only

Number of union members working under terms of agreement

65

Number of nonmembers working under terms of agreement

10

Branch of trade covered

School Employees, Janitors, Bus Drivers & Maintenance

Date signed

Nov. 22, 1937

Date of expiration

June 30, 1938

Please indicate if you wish the agreement returned

No

L. W. Lynch, Secy.-Treasurer.

(Name of person furnishing information)

208 East End Ave, Morgantown, W. Va.

(Address)