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3-1-1936

# 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**

3-1-1936

**Expiration Date**

3-1-1937

**Union**

Amalgamated Meat Cutters and Butcher Workmen of North America

**Union Local**

126

**NAICS**

44

**Sector**

Private

**Item ID**

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**Comments**

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A G R E E M E N T

THIS AGREEMENT is entered into this First day of ~~March~~ <sup>March</sup> 1936, between the undersigned Employer, the party of the first part, (hereinafter known as the Employer), and the BUTCHERS UNION LOCAL 126 of the Amalgamated Meat Cutters and Butcher Workmen of North America, State Branch WESTERN FEDERATION OF BUTCHERS OF CALIFORNIA, party of the second part, (hereinafter known as the Union.)

In order to establish working conditions which are fair and equitable to all employees and employers, the parties hereto agree to the following:

SECTION I. The Employers agree to employ none but members of this Union in good standing, and in such cases where the Union cannot supply an employer with satisfactory help, the Employer may hire anyone, giving preference to Local men, provided the employee makes application for membership in this Union within two weeks of his employment.

SECTION II. (a) The following hours shall be observed in all Markets in the City and County of Fresno and others under the jurisdiction of Local 126 as follows: Meat Cutters and apprentices, shall work from 8 a. m. to 6 p. m. with one uninterrupted hour for lunch. Fifty-four hour week.

(a) Six full days shall constitute a week's work, MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY and SATURDAY. Employees working less than a full week shall be paid at the rate of extra men's pay.

SECTION III. There shall be no retailing of meats before 8 a. m. or after 6 p. m., by any Market employer or employee, and in case any Employer violates this Section, no member of the Union will be permitted to work for such employer.

SECTION IV. Sufficient time shall be given to clean up and be out at 6:00 p. m., and it is hereby agreed that no stock-taking shall be permitted in retail Markets after 6:00 p. m. or before 8:00 a. m.

SECTION V. (a) Members are not allowed to work on the following holidays: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, DECORATION DAY, FOURTH OF JULY, LABOR DAY, ARMISTICE DAY, THANKSGIVING DAY and CHRISTMAS.

(b) Holidays falling on Sundays to be observed the following Mondays.

(c) The above holidays shall be paid at the regular day's pay, providing the five (5) days of the week in which the holidays falls have been worked.

(d) There shall be no work on Sundays or Holidays, except when holidays fall on Saturday or Monday, Markets doing a Wholesale and Restaurant business, members of Local 126 working in said Markets will be permitted to work not more than three (3) hours between the hours of 6:00 a. m. and 9:00 a. m.

SECTION VI. Employees employed as wrappers doing any other work than wrapping shall become members of this Union, classed as apprentices.

SECTION VII. The following shall be the minimum rates of pay for Market employees and Pork stores:

- |   |   |
|---|---|
| (a) Journey Meat Cutters . . . . .                                  | <del>\$18.00</del> <sup>19.00</sup> per wk. |
| (b) Apprentices, Retail Markets, first<br>six months . . . . .      | 18.00 per wk.                               |
| (c) Second six months . . . . .                                     | 22.00 per wk.                               |
| (d) Third six months . . . . .                                      | 27.00 per wk.                               |
| (e) Fourth six months . . . . .                                     | 32.00 per wk.                               |
| (f) Apprentices after two years' experience,<br>Journeyman's wages. |   |

- (g) Extra Meat Cutter . . . . . \$7.50 per day
- (h) Apprentices shall not replace a Journeyman or Operator for extra work.

SECTION VIII. In no case shall any member of this Union except a Journeyman Meat Cutter operate a Market.

SECTION IX. Wages of superannuated members shall be decided by the representative of the Union and the Employer.

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

SECTION XI. When any employee is sent out from the Union office to a position and, arriving on time, 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 XII. One apprentice shall be allowed to every four (4) Journeymen or fraction thereof. Markets employing less than four (4) Journeymen shall be entitled to one apprentice.

SECTION XIII. (a) No member of this Union will be allowed to handle any fresh or smoked meats coming from an UNFAIR FIRM.

(b) 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 State Federation of Butchers, and shall be effective fifteen (15) days after due notification by the second party.

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

SECTION XIV. No member of this Union will be permitted to work in any Market unless a suitable floor covering is placed over the floor wherever concrete or concrete substitute exists behind the counter.

SECTION XV. Where no Union men are employed, and the Union Card is desired, the Union will furnish same at a cost of \$1.50 per month, card to remain in his possession as long as he lives up to rules and regulations of Union Local No. 126. Upon retiring from business, card to be returned to Union Local No. 126.

SECTION XVI. Business Manager to have the right at all times to go through the market for investigation to see that all Union rules are observed, and to remove any Union Shop Card where a violation of this Agreement occurs.

SECTION XVII. It is agreed the Employer shall furnish the employees with coats, aprons and towels and shall have same laundried.

SECTION XIX. This AGREEMENT shall remain in full force and effect from October 1st, 1935, and for a period of one year from that date, and thereafter until a new AGREEMENT has been reached and signed, provided however, that by National and State law modification of working hours are established it shall be sufficient reason to re-open this contract.

*3rd agreement has arbitration provision*

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

March 13, 1936

Mr. G. A. Schwanke, Secretary  
Amalgamated Meat Cutters and  
Butcher Workmen  
2124 Fig Avenue  
Fresno, California

Dear Sir:

Information has come to us that you have concluded an agreement with a number of markets.

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 at any time we can be of service to you, please write us.

Very truly yours,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Name of company or employers' association signing agreement *Safeway Stores Inc*  
*Purdy Hassen - Crocker Huffman Co - Machlin Meat Co - am*  
(If more than one, please list on reverse side)

Number of union members affected *168 men*

Number of non-members affected *about 38*

Comments regarding territory covered, etc. *San Joaquin Valley*

*G.A. Schwanke Business Manager, 2124 Fig Ave*  
(Name of person furnishing information) (Address)

*Fresno Calif*