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Amalgamated Meat Cutters and Butcher Workmen of North America, Local 632, AFL, (1936)

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Amalgamated Meat Cutters and Butcher Workmen of North America, Local 632, AFL, (1936)

Location

Detroit, MI

Effective Date

9-1-1936

Expiration Date

1-1-1937

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

632

NAICS

44

Sector

Private

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AGREEMENT

Detroit

Agreement made and entered into this ~~1~~ ^{September 1936} day of December, 1934, between the AMALGAMATED MEAT CUTTERS UNION LOCAL 632, a Voluntary Association, hereinafter referred to as the "Union", and, who operates and conducts a meat market at Detroit, Michigan, hereinafter referred to as the "Owner".

WITNESSETH—In consideration of the mutual promises and covenants herein contained, and in the consideration of One (\$1.00) Dollar by each to the other in hand paid, the receipt whereof is hereby confessed and acknowledged, it is hereby agreed:

1. The owner agrees to employ none but members of this union in good standing as meat cutters and butcher workmen and delivery men, when such are available, and the union hereby agrees to supply such men at the request of the owner when such are available. In the event the union is unable to furnish union men of the class requested by the owner, the owner has the right to hire others upon the understanding, however, that such new employee or employees would become members of the union within two weeks if he or they are acceptable to the union. However, should said employee or employees be not acceptable to the union, the owner will dispense with their services, as soon as the union can furnish competent employees for the position requested by the owner.

2. The owner has no right to use the services of the members of his immediate family in the cutting and weighing of meats. However, the owner is granted the right to use the services of the members of his immediate family to take cash, answer the phone, clean up, ~~wrap packages and to deliver packages to customers in the case of an emergency on the part of the customer.~~

3. All cases of discharge or layoff shall be handled in the following manner:

(a) One week's notice of discharge or layoff by registered mail, shall be given by the owner to the union; and one week's notice by registered mail shall be given by the union to the owner in case an employee elects to leave.

(b) When the employee shall be laid off on grounds of lack of business, the owner, doing his own work subject to paragraph two (2), shall not be required to give any reason for the layoff or discharge. ~~How-~~ *ever, should the layoff or discharge of the employee be followed by the owner forming a partnership, the question of the good faith of the formation of said partnership shall be subject to the arbitration as hereinafter set forth.*

(c) In all other cases of discharge or layoff, where the employee or employees are replaced by others, the new employee or employees shall be members of the union. In such cases of discharge or layoff, the union shall have the right to ask for the causes or reasons of the discharge or layoff. Should his reasons be satisfactory to the union, the matter shall be dropped. If these reasons are not satisfactory to the union, then the matter shall be taken to arbitration as hereinafter set forth.

(d) Said arbitration shall be statutory, and the board of arbitration shall consist of one member appointed by the union, of another member appointed by the owner, and of a third member to be chosen by the former two. The decision of the board shall be binding on both parties.

(e) The arbitration proceedings under Section (c) shall be commenced within twenty four (24) hours from the time of service of the week's notice.

4. It is hereby expressly agreed and understood that the provisions of the preceding paragraph, including the provisions as to notice therein referred to, are applicable only to a steady employee or employees who have worked for three weeks or more consecutively, and that same is not applicable and no notice is required in cases where the employee or employees have worked less than three weeks consecutively.

5. If an accident occurs to an employee in the course of his employment during working hours, the employee shall receive full pay for one week following said accident, and thereafter he shall be paid under the State Compensation Law.

6. The employee, at his option and request, may have one week's vacation, provided, however, that he receives no pay during said vacation, and provided further that he has been in the employ of the owner for not less than six months consecutively, and provided further that the owner is served with one week's prior notice of the exercise by him of the said option, and provided further that said vacation can be had only during the slow season.

7. No deduction shall be made from the weekly wage of steady employees for Jewish Holidays, provided, however, that the hours lost by reason of the Jewish Holidays are made up prior and subsequent to the Jewish Holidays.

8. All extra help such as Class No. 1 and Class No. 2, shall be paid One (\$1.00) Dollar per hour, not less than eight hours per day. All extra help such as Class No. 3 (drivers) shall be paid Five (\$5.00) Dollars per day. All extra help such as butchers and drivers employed the day preceding a holiday, shall be paid time and one-half per hour, not less than eight hours per day.

9. No steady employees (excluding extra help) shall be asked or permitted to work more than eight hours in any one day and forty-eight hours per week, excepting in cases of an emergency and excepting in cases when the employee is to make up time lost due to the Jewish Holidays as aforesaid. It is expressly agreed and understood that in cases of an emergency, the employee shall be paid at the rate of time and one-half.

10. The hours of work shall be continuous, except time out for lunch.

11. All monies paid for labor on overtime basis shall be used for the benefit of the unemployed, and paid to the union.

12. The weekly wages shall be as follows:

CLASS No. 1	\$38.00
CLASS No. 2	\$28.00
CLASS No. 3	\$20.00

13. As hereinabove stated, the employee shall work not more than six days per week. As to which day of the week shall be allowed to said employees as their day off, this shall be submitted to the decision of Joseph B. Beckenstein and William Thorpe.

14. It is agreed that the two stores now being operated by the union and located at 9301 Oakland Avenue, and 12419 Linwood, Detroit, Michigan, shall be closed at once. Should the building or buildings in which said stores are situated be rented for a Kasher meat market, the union hereby agrees not to recognize them as union shops for a period of four months from this date. It is further agreed that the fixtures located at said stores should be placed into the custody of Joseph B. Beckenstein and William Thorpe, and that they shall have full authority to sell said fixtures to the best advantage. The Detroit Retail Kasher Meat Cutters Association, a Michigan corporation, hereby agrees to reimburse the union for any loss that may be sustained by the sale of said fixtures up to the sum of Two Hundred (\$200.00) Dollars; and said Two Hundred (\$200.00) Dollars shall be placed in escrow with Joseph B. Beckenstein and William Thorpe for this purpose. If the loss incurred by the union from the sale of said fixtures shall exceed the sum of Two Hundred (\$200.00) Dollars, the question of whether the union or said Detroit Retail Kasher Meat Cutters Association, a Michigan corporation, shall stand same shall be submitted to the decision of the board of arbitration as hereinabove set forth. It is further agreed that the meat market at 2615 Pasadena Avenue shall be closed at once, and that no union member shall own said store.

15. It is hereby agreed and understood that on Mondays, Tuesdays and Wednesdays, the hours of work shall be from 9 A. M. to 6 P. M.; on Thursdays, from 9 A. M. to 10 P. M.; on Fridays and Sundays, from 7 A. M. to 1 P. M., except in the case of emergencies; and the owner hereby agrees to close his store on Thursday nights not later than 10 P. M.

16. This contract shall be in full force and effect until ^{Sept.} August 1, 1935.

17. It is expressly agreed and understood that while the matters referred to in this contract are being arbitrated pursuant to the provisions hereunder, that the union is not to do or permit to be done anything whereby the business of the owner is interfered with.

18. Only legal, bona fide partnerships, in written form, duly filed in the office of the County Clerk, will be recognized by the union.

19. The union will furnish a union shop card in accordance with the laws of the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN of the International Union, affiliated with the AMERICAN FEDERATION OF LABOR, to all meat market owners and operators signing this agreement, which shall be in custody of the designated man employed in the meat market. It shall be surrendered to him or the representative of the union upon demand.

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN
LOCAL 632

WITNESSES

..... President

..... Secretary

..... Butcher

NO. _____

AGREEMENT

between

KOSHER MEAT CUTTERS UNION
LOCAL 632

and

Name _____

Address _____

KOSHER MEAT CUTTERS UNION
LOCAL 632

8619 Twelfth Street - Room 201

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DETROIT, MICH.

