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1-1-1941

Amalgamated Meat Cutters and Butcher Workmen of North America, Local 138, AFL (1941)

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Amalgamated Meat Cutters and Butcher Workmen of North America, Local 138, AFL (1941)

Location

Oregon City, OR

Effective Date

1-1-1941

Expiration Date

1-1-1941

Number of Workers

26

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

138

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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AGREEMENT

THIS AGREEMENT, made and entered into this.....day of....., 19....., by and between..... of..... county, Oregon, party of the first part, and the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, A. F. of L., *Meat Cutters' Local Union No. 138* of Oregon City, Oregon, or under Local Union No. 138's jurisdiction, party of the second part, shall go into effect....., and shall remain in full force and effect for one year, and from year to year thereafter, unless changed by the parties hereto.

Either party hereto desiring to change any section or sections of this agreement shall notify the other party in writing of the desired change or changes thirty days prior to the termination of this agreement. After such notice this agreement shall be open to consider whatever change or changes are desired.

The following wages, hours and working conditions shall constitute this agreement:

1. The party of the first part agrees to employ only members in good standing of Meat Cutters' Local Union No. 138, except in cases where such members are not available, in which event he may employ non-union men, who must first secure a working permit from the Business Agent of the Union.

2. The party of the first part agrees to allow the Business Agent of Local Union No. 138 to investigate the standing of employees when not busy, and conditions in the market, store or plant.

3. No women shall be employed to handle fresh meat.

4. (a) When one to five journeymen are employed in a market, one apprentice shall be allowed, and one additional apprentice for each additional three journeymen employed.

(b) Apprentices shall only be employed with the understanding that such apprentices shall be given every opportunity to learn the trade.

(c) No apprentice shall be permitted to operate any market.

5. The maximum hours of labor shall be 55 hours a week, and no more than 9 hours in any twenty-four (24) hour period, "except Saturday when there shall not be more than 10 hours worked in the 24-hour period." Ten consecutive hours shall constitute a day's work with one hour off for lunch, "except Saturday when 11 consecutive hours shall constitute a day's work with one hour off for lunch." There shall be no overtime worked only in extreme emergency; emergency time shall be paid at the rate of time and a half as overtime. There shall be no split shifts allowed.

6. Ten (10) consecutive hours with one hour off for lunch shall be worked by Operators or Managers of one-man shops, and eleven (11) consecutive hours with one hour off for lunch on Saturday, but in no event shall they be required to work more than fifty-five (55) hours in any one week.

7. The following days shall be recognized as legal holidays: New Year's day, Decoration day, Fourth of July, Labor day, Thanksgiving day and Christmas day.

8. No retail market shall open before 7:00 a. m. and shall not close later than 6:30 p. m. any day except Saturday which shall be 8:00 p. m. No meat shall be sold on Sundays or holidays in any market displaying the Union Market Card.

9. The party of the first part shall bear the expense of furnishing gowns, laundering same, and sharpening tools for all employees coming under this agreement.

10. It is further agreed that the following scale of wages shall be paid, and any employee at the date of this agreement receiving more or enjoying better conditions than herein provided shall suffer no loss as a result of this agreement:

(a) Executives, managers, or assistant managers, foremen, or market operators, in consideration of their added responsibilities shall in every case receive more per week than the journeyman's scale.

(b) Extra meat cutters, for a full day of 9 hours\$6.00 per day
for a full day of 10 hours on Saturday..... 6.50 per day
Extra meat cutters, broken time (but in no case shall a man be paid
for less than half a day) 0.75 per hour

(c) Journeymen meat cutters.....\$35.00 per week
Sausage makers, pork cutters, and back room men
(8 hours per day including Saturday) 35.00 per week

(d) Apprentices, first 60 days of first year.....\$5.00 per week
Balance of first year..... 12.00 per week
Second year..... 22.50 per week
Third and last year of apprenticeship 27.50 per week

(e) For the purpose of classifying new men who have worked at the trade for three years or over in other localities, and in order to protect the employer as well as the Union from inferior help, the Union agrees to create an examining board to classify men (making application for membership as to their ability), et cetera. This board shall be composed of at least one employer and two members of the Union.

11. No member of the Meat Cutters' Union shall be discharged or discriminated against without good and sufficient cause. There shall be no individual agreements, verbal or otherwise, between employers and employees.

12. (a) All grievances which may arise under this agreement are to be taken up directly with the employer and the Business Agent of the Union and they shall endeavor to reach a mutual understanding. In the event an understanding cannot be reached by the employer and the Business Agent the matter shall then be taken up by the Executive Board of the Meat Cutters' Local Union. In the event they cannot reach a settlement with the employer, the matter shall be submitted to an arbitration board, one member to be selected by the employer, one by the Union, and the third by both the other members so selected. In the event these two cannot agree on a third member, the Conciliation Service of the United States Department of Labor shall have authority to select a third member.

(b) Any employers who do not live up to this contract shall be called before the Executive Board of Meat Cutters' Local Union No. 138 for an explanation, after due notice.

13. The party of this first part agrees to display the Union Market card of the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, A. F. of L., which is the property of the Union at all times and cannot be sold and can be withdrawn from any market for violation of this agreement.

14. The employers and employees shall be held equally responsible in upholding and maintaining this agreement.

15. (a) Any employee who has been steadily employed twelve months from date of this agreement, shall receive one week vacation with full pay.

(b) If any employee wishes second week vacation without pay he shall be entitled to that privilege.

16. No Union market shall solicit the business of any store or shop, who dispense fresh meats unless they display a Union Card.

Party of the first part

Party of the second part

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511-41-128

Meat #138
Oregon City, Oreg.
12-31-41(?)

CONFIDENTIAL

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

"O" Form 1-6-44

November 6, 1941

Mr. Fred Fox, Secretary
Amalgamated Meat Cutters and Butcher Workmen #138
Route, 1 -- Box 147
Oregon City, Oregon

My dear Mr. Fox:

We have in our files a copy of your agreement with Markets which recently expired.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect, together with any supplemental wage rates that have been negotiated. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,

A. F. Hinrichs
Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

All local meat markets & packers

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

Number of companies covered by agreement _____

Number of union members working under terms of agreement 26

Number of non-members working under terms of agreement _____

Branches of trade covered meat cutters & Butcher Workmen

Date of expiration just expired

Please check here if you wish the agreement --

Returned _____ Kept confidential

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

New agreement being negotiated send us new blank to cover