

Code

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**SPECIALTY BAKERY OWNERS
OF AMERICA, INC.**
with
**BAKERY AND CONFECTIONERY
SALESCLERKS UNION R.C.I.A.
LOCAL 150**
Affiliated with the A. F. of L.

Collective Agreement

Name _____

Address _____

Dated: February 1st, 1956

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AGREEMENT made and entered the 1st day of February, 1956 by and between SPECIALTY BAKERY OWNERS OF AMERICA, INC., (hereinafter referred to as the "Association") and BAKERY AND CONFECTIONERY SALESCLERKS UNION R.C.I.A. LOCAL 150, affiliated with the American Federation of Labor (hereinafter referred to as the "Union").

W I T N E S S E T H :

WHEREAS, the Association is an organization whose members are engaged in the manufacture and sale of baking products and is desirous of dealing collectively with the Unions, and

WHEREAS, the Union represents a number of Retail Bakery Clerks and their interests, and

WHEREAS, the Association and the signatory members of the Association hereby recognize the Union as the exclusive collective bargaining agency for the employees employed in their bakeries, and

WHEREAS, the parties hereto desire to enter into a collective agreement on behalf of their respective memberships, providing for uniform and equitable terms of employment and conditions of labor satisfactory to employer and employee and to provide methods for fair and peaceful adjustment of all disputes that may arise between the parties hereto, or between those represented by them and who are affected by this agreement,

NOW, THEREFORE, the parties mutually covenant and agree with each other, jointly and severally as follows:

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FIRST: INTRODUCTION:

The Association obligates itself, and the signatory members of the Association obligate themselves, that it and they will, in good faith, live up to and comply with all the terms and conditions of this agreement.

SECOND: AGREEMENT AVAILABLE TO ALL ASSOCIATION MEMBERS:

Each of the members of the Association, who wishes to avail himself of the terms of this agreement, shall become a signatory hereto and shall thereupon be deemed for the purposes of this agreement to be a party thereto, it being understood and agreed that all members of the Association shall be entitled to become signatories to this agreement.

THIRD: UNION SALESCLERKS:

The Union shall furnish, upon demand, as many competent clerks as may be required by any signatory member of the Association in his business. Signatory members of the Association shall employ in their bakeries, as clerks, none but members in good standing in the Union. In the event the Union shall be unable to supply competent help from its membership, signatory members of the Association shall then have the right to employ such help or labor from outside sources, provided such persons, after having been so employed, shall, within a period of two (2) weeks, sign an application for membership in the Union. Upon acceptance of said applicant into membership the Union shall collect the initiation fee from such applicant, which initiation fee shall be a reasonable sum of money, and such applicant on becoming a member of the Union, shall have the same rights, privileges

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and benefits as all other members of the Union. The Union shall not unreasonably refuse or withhold its consent to such applicants for membership in the Union.

FOURTH: NON-UNION SALESCLERKS TO BE DISCHARGED UPON DEMAND:

Upon request of the Union, a signatory member of the Association will promptly discharge any Employee who may be declared by said Union not to be a member in good standing or to be under charges for violation of any of the rules of said Union, or any of his obligations thereto. Said request for discharge shall be made to the signatory member of the Association. The Union shall be the sole judge of the good standing of its members. However, in the event that a signatory member of the Association feels that any such request for discharge is unreasonable or arbitrary, then arbitration shall be had upon the same as hereinafter provided.

FIFTH: MINIMUM WAGE SCALE:

Commencing February 1st 1956, the minimum scale of wages for all employees affected by this agreement shall be at the rate of fifty-two (\$52.00) dollars for forty (40) hours based upon a five (5) day week.

Full time employees shall receive a two (\$2.00) dollar per week increase over their present wages and part time employees working less than forty (40) hours per week, shall receive a five (5c) cent per hour increase over their present wages.

Any employee working a sixth day, shall receive a minimum of thirteen (\$13.00) dollars for such sixth day. Any employee who

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is receiving wages above one dollar and thirty (\$1.30) cents per hour who shall work on said sixth day, shall receive an additional two dollars and sixty (\$2.60) cents for said day above said employee's base pay. There shall be a guarantee of eight (8) hours work if an employee shall be called in for a sixth day.

It is the intention of the parties regarding the minimum wage scale that commencing February 1st, 1956, the minimum wage scale shall be increased from one dollar and twenty-five (\$1.25) cents per hour to one dollar and thirty (\$1.30) cents per hour, or an overall increase of five (5c) cents per hour based upon a five (5) day week, and that employees working a six (6) day week, shall be entitled to receive two dollars and sixty (\$2.60) cents as premium pay for the sixth day in lieu of the present two dollars and fifty (\$2.50) cents.

Commencing February 1st, 1957 the minimum wage shall remain the same as hereinabove stated but each employee shall receive a five (5c) cents per hour increase over his then existing wages.

Commencing February 1st, 1958, the minimum scale of wages for all employees affected by this agreement shall be at the rate of fifty-four (\$54.00) dollars for forty (40) hours based upon a five (5) day week. Full time employees shall receive a two (\$2.00) dollar per week increase over their then existing wages and part time employees working less than forty (40) hours per week, shall receive a five (5c) cent per hour increase over their then existing wages. Any employee working a sixth day, shall receive a minimum of thirteen dollars and fifty (\$13.50) cents for such sixth day. Any employee who is then receiving wages above

one dollar and thirty-five (\$1.35) cents per hour who shall work on said sixth day, shall receive an additional two dollars and seventy (\$2.70) cents for said day above said employee's base pay. There shall be a guarantee of eight (8) hours work if an employee shall be called in for a sixth day. 48

It is the intention of the parties regarding the minimum wage scale that commencing February 1st, 1958, the minimum wage scale shall be increased from one dollar and thirty (\$1.30) cents per hour to one dollar and thirty-five (\$1.35) cents per hour or an overall increase of five (5c) cents per hour based upon a five (5) day week, and that employees working a six day week, shall be entitled to receive two dollars and seventy (\$2.70) cents as premium pay for the sixth day in lieu of the then existing two dollars and sixty (\$2.60) cents.

If any employee receives wages in excess of the minimum wages fixed herein, then such employee's wages shall not be reduced during the life of this agreement.

SIXTH: WELFARE FUND:

Commencing February 1st, 1956 each signatory member of the Association under contract with the Union, agrees to pay the sum of four (\$4.00) dollars per week for every one of his employees who are members of the Union and who work fifteen (15) hours or more in any one (1) week, towards the Welfare Fund of Local 150 maintained for the benefit of its members employed in the industry, the monies so paid to said fund to be applied for the purpose of providing said members with welfare in connection with said Welfare Fund, relief, recreational facilities and other benefits to said members.

Commencing February 1st, 1957 each signatory member of the Association under contract with the Union, agrees to pay the sum of four dollars and fifty cents (\$4.50) per week for everyone of his employees who are members of the Union and who work fifteen (15) hours or more in any one (1) week, towards the Welfare Fund of Local 150 maintained for the benefit of its members employed in the industry, the monies so paid to said fund to be applied for the purpose of providing said members with welfare in connection with said Welfare Fund, relief, recreational facilities and other benefits to said members.

**SEVENTH: EMPLOYEES ASSISTING
ON TABLES:**

All employees assisting on tables may tend to the counter upon becoming members of the Union as hereinbefore provided in paragraph "3".

EIGHTH: HOURS OF WORK:

Forty (40) hours to be distributed over any five (5) days of the week, at the discretion of the signatory member of the Association, shall constitute a week's work for all clerks, male or female, but no clerk shall be required to work more than eight (8) hours during any one (1) day of such week's work.

Clerks shall be entitled to one (1) hour for lunch, said lunch period, however, not to be included as part of the working hours.

NINTH: HOLIDAYS:

No clerk shall be required to work on the following holidays:

Two (2) days of Rosh Hashonah

One (1) day of Yom Kippur

Two (2) days during the Passover week said two (2) days to be mutually fixed between each signatory member of the Association and his individual clerks.

Christmas day

January 30th (Franklin D. Roosevelt's Birthday).

New Year's Day (January 1st).

Each signatory member of the Association agrees to pay clerks for such holidays.

TENTH: VACATIONS:

Each clerk who has been in the employ of a signatory member of the Association for a period of one (1) year or more, shall annually receive three (3) weeks vacation with regular pay. Said vacations shall be given to clerks annually between June 1st and Labor Day, the date to be fixed at the discretion of the signatory members of the Association.

For the purposes of this paragraph, the length of employment shall be computed from the day of employment.

Any clerk who has not worked for one (1) full year, shall receive a vacation with pay on a pro rata basis based on a monthly computation. For example, one who has worked nine (9) months is entitled to three-fourths ($\frac{3}{4}$) of the vacation with pay which he would have received had he worked for one (1) year.

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Clerks who leave of their own accord, or are laid-off or discharged, prior to having worked a full year, shall likewise receive a pro rata vacation pay allowance based on a monthly computation of his employment.

The principles of this paragraph shall equally apply to determine the rights of clerks to pro rata vacation who quit or are laid-off or discharged after having received their vacation, but prior to having qualified for their next vacation period.

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ELEVENTH: CHECK-OFF OF UNION DUES:

Each signatory member of the Association will check off the monthly dues, assessments and taxes of his clerks, due to the Union. The money shall be turned over to The Union each and every first of the month. The employer shall not be liable by reason of his checking off and turning over to the Union such monthly dues, assessments and taxes of his clerks as aforesaid.

TWELFTH: INDIVIDUAL AGREEMENTS AND SECURITY WITH EMPLOYEES. VISITS BY UNION BUSINESS REPRESENTATIVES:

Signatory members of the Association agree not to enter into individual agreements of any sort with individual clerks, nor to accept or require any security of any sort from any clerk. Signatory members of the Association further agree to permit an authorized representative or officer of the Union to have access to the store or stores conducted by each signatory member of the Association for the purpose of communicating with the Union's members employed therein,

it being understood and agreed that such communications or conferences shall not be permitted to be had during the busy hours of the day.

THIRTEENTH: AGE OF EMPLOYEES:

Signatory members of the Association agree not to employ clerks under the age of eighteen (18) years in their stores or establishments and the Union agrees that it will not send to any signatory members of the Association, for employment in their stores and establishments, any clerks under the age of eighteen (18) years.

FOURTEENTH: MEMBERS OF EMPLOYERS FAMILY WORKING:

If the business of any signatory member of the Association shall be owned by him individually, then he, his wife, and children, shall have the right to be employed in the store as clerks, if such signatory member of the Association so desires. If the business of any signatory member of the Association shall be in partnership name, or that of a corporation, then two (2) of said partners or officers or directors of the corporation, their respective wives and children, shall have the right to be employed in the store as clerks, if such signatory member of the Association so desires, except that if the business of such signatory member of the Association is such that no help outside of his or their wives and children are employed, then in that event, one (1) such member of the family shall become an inactive member of said Union or in the alternative, said signatory member of the Association shall employ a member of said Union for at least two (2) days per week.

**FIFTEENTH: EMPLOYER PARTNERSHIP
OR CORPORATION PAPERS TO
BE EXHIBITED:**

In the event a signatory member of the Association hereunder is a partnership or corporation, then, in that event, such signatory member of the Association will exhibit to a representative of the Union, on demand, the partnership or corporation papers of said signatory member of the Association.

**SIXTEENTH: MORE FAVORABLE CON-
TRACTS BY UNION TO OTHERS:**

Nothing herein contained shall affect the right of the Union to make or enter into a collective agreement with any individual employer or group, or association of employers, except that the Union agrees that in such event, the Union shall not give an agreement with more favorable terms than contained herein, unless consent to the giving of such more favorable terms is obtained from the Association or pursuant to an award by arbitration as hereinafter provided.

**SEVENTEETH: AGREEMENTS BINDING
ON ALL PRESENT OR
FUTURE STORES:**

Each signatory member of the Association agrees that this agreement shall be binding upon the store or stores now owned by him or any future branch stores connected with present business of such signatory member of the Association during the life of this agreement.

EIGHTEENTH: SYMPATHY STRIKES:

The Union agrees not to call any sympathy strikes of any kind throughout the duration

of this agreement against any signatory member of the Association.

NINETEENTH: UNION STORE CARDS:

It is hereby agreed that each member of the Association may display the Union Store Card of the R.C.I.A. in his window, announcing that he conducts a Union Shop. The Union agrees to furnish such signs to the employer upon request, gratis. However, such members of the Association agree that said sign shall remain the property of the said R.C.I.A. and that the Union has the right to withdraw such sign at any time during a strike or any dispute between the parties herein mentioned.

TWENTIETH: SPLIT SHIFTS:

Clerks shall not be required to work split shifts during any day of the work week.

TWENTY-FIRST: LAUNDRY FOR CLERKS:

Signatory members of the Association agree to pay for all laundry required by all clerks in their employ, such as uniforms, etc.

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TWENTY-SECOND: DISCHARGES:

No permanent employee shall be summarily discharged without the approval of the Union, except for drunkenness and dishonesty. In the event that the Employer desires to discharge an employee for any other just cause the Employer shall give written notice to the Union by registered mail, return receipt requested of his intention to discharge. If the Union disputes the propriety of the proposed discharge, the Union shall serve a written reply by registered mail, return receipt requested, within twenty-four (24) hours of receipt of the Employer's notice of intention to discharge.

The parties shall meet within twenty-four (24) hours after notice of intention to dispute the discharge to discuss the grievance. If the parties do not agree, the matter shall be submitted within twenty-four (24) hours thereafter to arbitration as hereinafter provided. The arbitrator shall render a decision on the matter within forty-eight (48) hours after the close of the hearing. No discharge shall take place until such decision has been rendered.

TWENTY-THIRD: UNEMPLOYMENT AND SUBSTITUTES:

At any time during the life of this agreement, if the Union feels that an unemployment situation exists among the membership of the Union, then the Union shall have the right to bring before the arbitration machinery hereinafter mentioned, for arbitration, the question of alleviating the unemployment situation existing in said Union by installing substitutes in the various stores of the signatory members of the Association, but, in no event, shall said arbitration machinery have authority or jurisdiction to decide or regulate that the signatory members of the Association shall employ more than one (1) substitute a month for each member of the Union regularly employed by each signatory member of the Association in his store or stores as clerks. The only manner or plan by which the said arbitration machinery hereinafter mentioned may decide to alleviate the unemployment situation existing in the said Union shall be by the installation of substitutes as above provided.

TWENTY-FOURTH: ARBITRATION OF DISPUTES:

If any disagreement, dispute or controversy shall arise between the parties hereto,

or between signatory members of the Association and their clerks, with respect to the interpretation or application of any clause in this agreement, or the breach thereof, or in respect to any other matter, cause or thing whatsoever not herein otherwise provided for, and said disagreement, dispute or controversy cannot be amicably adjusted between the respective parties, then the same shall in the first instance be adjusted between a representative of the Union and a representative of the Association. Should they fail to agree, the question in dispute shall, upon the request of either party, then be referred for decision and determination to a Board of Arbitration consisting of six (6) arbitrators, three (3) of whom shall be designated by the Association and the other three (3) shall be designated by the Union. Should such Board of Arbitration fail to agree, the question in dispute, shall be immediately referred to an Impartial Chairman for decision and determination. The parties designate Isaac Siegmeister, Esq. to act as Impartial Chairman during the life of this agreement.

Notice of the demand to submit any dispute hereunder to arbitration shall be given by either party thereto by three (3) days' notice in writing, setting forth the nature of the dispute to be arbitrated, sent to the Union or the Association, as the case may be.

The award or determination of a majority vote of the arbitrators, if there shall be six (6) arbitrators, or by the Impartial Chairman, Isaac Siegmeister, Esq., if submitted before him, shall be final, binding and conclusive and shall be accepted by the parties hereto and any signatory members of the Association or member of the Union involved, and a judgment thereon may be

entered in any court of competent jurisdiction.

The expense of the Arbitration, if any, shall be borne equally by both sides.

It is the intent of the parties to this agreement that the procedures herein provided for shall serve as a means for peaceable settlement of all disputes, that may arise, and the parties therefore agree that during the life of this agreement, there shall be no strikes, walk-outs, stoppages, picketing or lock-outs. It is agreed that pending the determination by the arbitrators of any dispute pursuant to the provisions of this paragraph, no action of any sort whatsoever will be taken by the respective parties hereto, and the respective parties hereby waive their rights to take any legal or equitable measures, steps or proceedings except to enforce the award of arbitration.

It is hereby agreed that the oath of the Impartial Chairman and/or members of the Board of Arbitration, required by Section 1455 of the Civil Practice Act, is hereby expressly waived.

It is hereby agreed that in any arbitration proceeding a written notice of hearing addressed to the parties in interest and forwarded by regular or ordinary mail at least two (2) days prior to the date set for the hearing, shall be deemed due, timely and sufficient notice thereof, the parties hereto waiving the service of such notice in person or by registered mail.

In the event of the death, disability or resignation of Isaac Siegmeister as Impartial Chairman, the persons designated as members of the Board of Arbitration shall select an Impartial Chairman for the remainder of the term at a meeting of the

Board of Arbitration to be called within five (5) days thereafter.

TWENTY-FIFTH: LIABILITY UNDER AGREEMENT:

All present and future signatory members of the Association both as now constituted and as hereafter constituted by merger, consolidation or reorganization, shall be and continue to remain liable under this agreement, for and during the duration thereof. The resignation or expulsion from the Association, or cessation of membership in the Association in any other way, or the dissolution of the Association shall not relieve such signatory member of the Association from any liability hereunder; it being the intention of the parties that any person, firm or corporation having at any time become liable hereunder, such liability shall continue in full force and effect for and during the duration of this agreement.

TWENTY-SIXTH: DURATION:

This agreement shall be effective as of February 1st, 1956, and is to continue in full force and effect for and during the duration of 31st day of January, 1959.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SPECIALTY BAKERY OWNERS
OF AMERICA, Inc.

By DAVID DUBNER,
President

BAKERY and CONFECTIONERY
SALESCLERKS UNION, R.C.I.A.,
LOCAL 150, affiliated with the
American Federation of Labor

By DAVID DURST,
Secretary-Treasurer

The undersigned, a member of the Specialty Bakery Owners of America, Inc., hereby becomes a party signatory to the foregoing agreement for the balance of the term thereof and hereby promises and undertakes and agrees to abide by, observe and perform all the terms and conditions thereof.

The execution of the foregoing printed duplicate of said agreement shall be with the same force and effect as though the undersigned's signature had been attached to the original thereof.

Dated: New York

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Employer

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