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**BAKERY & CONFECTIONERY  
WORKERS INTERNATIONAL  
UNION OF AMERICA  
LOCAL No. 3**



**STANDARD CONTRACT**

**EFFECTIVE: FEBRUARY 1, 1965**

**EXPIRES: JANUARY 31, 1968**

**BAKERY & CONFECTIONERY  
WORKERS INTERNATIONAL  
UNION OF AMERICA  
LOCAL No. 3**

41-07 CRESCENT STREET  
LONG ISLAND CITY, N. Y. 11101  
STillwell 4-3476



# STANDARD CONTRACT

Effective: February 1, 1965

Expires: January 31, 1968

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## SHOPS

633 Individual Shops

## MEMBERS EMPLOYED

5,000

## LOCAL 3 JURISDICTION

Bread & Cake Greater New York City; Westchester  
County Through New York Catskill Mountain Area;  
Nassau and Suffolk Counties



# INDEX

<i>Article</i>	<i>Title</i>	<i>Page Number</i>
I	Union Recognition .....	5
II	Employment .....	6
III	Discharges .....	7
IV	Lay-Offs .....	8
V	Seniority .....	9
VI	Wages .....	10
	Make & Bake Retail .....	11
	Payment of Wages .....	12
	Severance Pay .....	12
VII	Hours and Days of Labor .....	13
	Wholesale .....	13
	Retail (Handcraft) .....	14
	Night Premium .....	15
	Ovenman and Fryer .....	15
	Work Schedule and Days Off...	16
	Time Clock Wholesale .....	16
	Time Clock Retail (Handcraft) .....	17
VIII	Extras .....	17
IX	Overtime .....	18
X	Meals and Rest Time .....	18
XI	Safety and Sanitary Conditions...	18
XII	Vacations .....	19
XIII	Holidays .....	21
	Shomer Sabbath Holidays .....	23
	Paid Birthday .....	23
XIV	Leave of Absence .....	24
XV	Sick Leave .....	24
XVI	Pension and Welfare .....	25
	Section 1. Local 3 Pension and Welfare Funds .....	25
	Section 2. International Pension Fund .....	29
XVII	Laundry and Supplies .....	32
XVIII	Baked Products for Home Use.....	32
XIX	Mechanization .....	33
XX	Funeral Leave .....	33
XXI	Plant Steward .....	33
XXII	Discrimination .....	33
XXIII	Union Label .....	34
XXIV	Promotions .....	34



<i>Article</i>	<i>Title</i>	<i>Page Number</i>
XXV	Apprenticeship Training .....	37
XXVI	Strikes and Lockouts .....	37
XXVII	Cooperation Between the Union and the Employer .....	38
XXVIII	Official Visits .....	39
XXIX	Executive Work or Management Work .....	39
	Wholesale Shops .....	39
	Retail Shops (Handcraft) .....	39
XXX	Initiation Fees and Dues .....	40
XXXI	Settlement of Controversies .....	41
XXXII	No Waiver .....	43
XXXIII	Individual Agreements .....	43
XXXIV	Cost of Living .....	43
XXXV	Prior Benefits .....	44
XXXVI	Union Bulletin Boards .....	44
XXXVII	Bought Baked Goods .....	45
XXXVIII	Delivery of Products .....	45
XXXIX	Share the Work .....	45
XL	Bialistocker Kuchen Bakers .....	45
XLI	Guarantee of Operation .....	46
XLII	Transportation Expenses .....	46
XLIII	Savings Clause .....	47
XLIV	Approval By the Union .....	47
XLV	Successor Clause .....	47
XLVI	Duration of Contract .....	48
Schedule "A"	Daily and Weekly Wages	
	1965 .....	52
	1966 .....	54
	1967 .....	56

Agreement entered into as of the 1st day of February 1965 by and between LOCAL 3, BAKERY AND CONFECTIONERY WORKERS INTERNATIONAL UNION OF AMERICA, having its principal offices at 41-07 Crescent Street, Long Island City, New York 11101 (hereinafter referred to as the "Union", and .....

.....  
having its principal place of business at .....

.....  
(hereinafter referred to as the "Employer").

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

#### ARTICLE I—UNION RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees employed in the wage classifications listed in "Schedule A" attached hereto and made a part hereof, except for such employees as are now represented by other Unions recognized by the Union, or duly certified by law, in all of the establishments it now maintains, and the Employer agrees to bargain and negotiate solely and exclusively with the Union with respect to all matters relating to the terms and conditions of such employment. (The words "Employee" or "Employees" used in this Agreement are intended to refer solely to the employees in the above-described bargaining unit.) No new wage classification shall be added to "Schedule A" or otherwise be adopted without the prior mutual agreement of the Employer and the Union.

B. Any new establishment hereafter opened in the New York Metropolitan Area and Vicinity by the Employer, its subsidiaries, or other bakeries controlled by the Employer, shall be deemed an expansion of the Employer's establishment and an

accretion to the existing bargaining unit described in Paragraph "A" of this Article I, and such new establishment shall be automatically covered by the provisions of this Agreement.

## ARTICLE II—EMPLOYMENT

A. The Employer recognizes the source of competent manpower available to it from the Union and that the Union can be of assistance in referring prospective employees. The Employer agrees to notify the Union employment office of job vacancies so as to afford prospective employees referred by the Union equal opportunity to fill such vacancies with those persons the Employer may obtain from other sources, and the Employer agrees not to discriminate against prospective employees referred by the Union in the filling of such vacancies.

B. The Employer shall notify the Union whenever employees are hired, giving their names, addresses and the job classifications in which they shall work.

C. All employees hired after the signing of this Agreement shall, as a condition of employment, become members of the Union within thirty-one (31) days from the date of the commencement of their employment and shall thereafter continue such membership during the life of this Agreement.

D. All present employees who are members of the Union shall, as a condition of employment, continue such membership for the life of this Agreement. All present employees who are not members of the Union shall, as a condition of employment, become members of the Union within thirty-one (31) days after the signing of this Agreement and shall thereafter continue such membership during the life of this Agreement.

E. Employees engaged from a source other than the Union shall make application for membership in the Union as herein set forth. The Union agrees to make such membership available on

the same terms and conditions generally applicable to other members.

F. The Employer shall receive seventy-two (72) hours written notice to discharge any employee for non-payment of Union dues or initiation fees. Upon the affected employee's failure to make such payment within said seventy-two (72) hours, the Employer agrees to immediately discharge said employee.

G. In the event that this Agreement is not subject to the jurisdiction of the National Labor Relations Act, as amended, or in the event that the bar of such Act against a "closed shop" is hereafter lifted, then the parties hereto agree that this Agreement shall be automatically deemed a "closed shop" Agreement, and in such event only members of the Union may be hired by the Employer, provided that if the Union cannot supply new employees within forty-eight (48) hours after request therefor, the Employer may hire in such instance from other sources. In such event such new employees shall immediately join the Union.

H. New workers, including vacation and sickness replacements, shall be on a trial period of up to ten (10) working days in the aggregate within any ninety (90) consecutive day period. During this period, the Employer shall judge the competency of the worker. After said trial period, such worker shall be considered a regular employee subject to all of the provisions of this Agreement and entitled to all of its benefits.

### ARTICLE III—DISCHARGES

No regular employee shall be summarily discharged without the approval of the Union, except for being drunk on the job or for stealing on the job. 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 or certified mail, return receipt requested, of its intention to discharge. If the Union disputes the propriety of the proposed dis-

charge, the Union shall serve a written reply by registered or certified mail, return receipt requested, within forty-eight (48) hours of receipt of the Employer's notice of intention to discharge.

The parties hereto shall meet within forty-eight (48) hours after receipt of the Union's notice of intention to dispute the discharge to discuss the grievance. If the parties do not agree, the Employer may submit the matter within forty-eight (48) hours thereafter to an arbitrator as hereinafter provided. The arbitrator shall be requested to render an expedited decision in the matter. No discharge shall take place until such decision has been rendered.

In the event the Union disputes the propriety of a summary discharge, it may submit the matter to arbitration as aforescribed within ten (10) days after such discharge occurs. If the summary discharge is determined to be without just cause, the affected employee shall be made whole for any time lost as a result of the discharge, unless the parties hereto otherwise agree.

#### **ARTICLE IV—LAY-OFFS**

The Employer shall have the right to lay off workers because of a decline in business. There shall be no lay-off without one week's prior written notice to the Union by registered or certified mail, return receipt requested. Said notice shall contain a statement setting forth the reason for the contemplated layoff. If said notice is not given, then the employee laid off shall receive one week's wages. At the Union's request, in the event of a temporary lay-off, the Employer will change the form of lay-off from that of a straight lay-off to a basis of division of the work among the employees. The provisions of this Article IV shall not apply to any regular employee or regular extra who has been hired for the purpose of replacing any employees away on vacation, or absent due to illness or leave of absence, provided that if the absent employee gives the Employer twenty-four (24) hours notice of intention to return, then

such replacement shall be given twenty-four (24) hours notice of lay-off, and further provided that all of the employees in such replacement's job classification are back to work.

ARTICLE V—SENIORITY

A. All lay-offs and rehiring shall be on the basis of shop seniority applied to the job classifications set forth in Schedule "A" annexed hereto. Seniority within any job classification shall be computed from the date of last original hire, regardless of the classification in which the employee was last originally hired. A senior employee shall have the right to "bump" a junior employee having a lower classification, provided the senior employee is qualified and able to perform the work of such junior employee. In the event the senior employee elects to "bump" such junior employee, such senior employee shall be paid the wages of the job classification which he is assuming, and shall work the same hours and shift of the employee whom he has "bumped".

The qualification and ability of the senior employee to fill the job in the lower classification shall be mutually determined by the Employer and the Union, and in the event of a dispute thereon, such dispute shall be subject to the arbitration procedure hereinafter provided.

In the event of an opening in the senior employee's original classification, such senior employee shall have preference to fill such opening.

The seniority principle in job classifications shall also prevail with respect to scheduling vacations, days off and shifts, in which event the Union shall recognize, however, the reasonable requirements of the Employer's business operation.

When two (2) or more Employers covered by this Agreement merge their operations, the employees of the respective Employers shall all be placed on one seniority list in separate job classifications in the order of the earliest date of hire of each employee with his respective Employer.

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B. Laid-off employees shall retain their seniority for a period of one (1) year from day of lay-off. However, if a laid-off employee does not report to work, or fails to notify the Employer of his inability to report for work due to a justified excuse, such as illness, etc., within seven (7) days after the Employer sends by registered or certified mail, return receipt requested, to the Union and to the employee at his last known address, written notice of regular recall from the Employer, he shall lose his seniority.

Subject to the provisions of subparagraph B above, an employee shall retain seniority only with an Employer for which he worked at least one (1) year and the last Employer for which he worked at least ten (10) days in a ninety (90) day period.

D. The Plant Steward and Shift or Department Stewards shall enjoy preferred Shop Seniority with respect to all aspects of the employment relationship.

E. In the event an employee is elected or appointed an official of the Union, he shall, upon termination of his office, be restored to his position with all his seniority rights, as if he had worked continuously.

## ARTICLE VI—WAGES

A. The Employer shall grant the following straight time across-the-board wage increases to all employees employed by it on the following dates:

Effective February 1, 1965, Fifty Cents (50¢) per day per employee.

Effective July 1, 1966, Fifty Cents (50¢) per day per employee.

Effective February 1, 1967, Seventy-Five Cents (75¢) per day per employee.

In the event the minimum wage rates set forth in Schedule "A" require a higher wage increase to bring the employee up to the minimum wage rate for his classification, then the higher wage

increase shall be paid to such employee. The minimum wages of all employees covered by this Agreement shall be as set forth in Schedule "A".

The minimum wages to be paid to Head Mechanics and Mechanics shall be as set forth in Schedule "A". In addition to the increases provided for hereinabove, all Head Mechanics and Mechanics shall receive so much of additional Fifty Cents (50¢) per day increases, effective February 1, 1965, July 1, 1966, and February 1, 1967 (totalling One Dollar and Fifty Cents (\$1.50) per day) as may be required to bring their wages up to the minimum wages of Working Foreman and First Hands, respectively, as set forth in Schedule "A" annexed hereto.

#### MAKE AND BAKE RETAIL

The "Make and Bake in Retail Shops" Classification set forth in Schedule "A" hereof shall be automatically applicable to the following:

- (i) A baker who works alone and performs the complete duties of mixing, making and baking, or
- (ii) Any baker who is paid at least the daily wage scale provided in Schedule "A" for the classification "Make and Bake in Retail Shops" as of February 1, 1965.

Unless an employee is covered by the foregoing definition of "Make and Bake in Retail Shops," he shall be covered by the other classifications set forth in Schedule "A" as may be applicable to him.

B. Effective February 1, 1965, it is the intent of the parties to gradually eliminate the category of "Helper". To effectuate this purpose:

(a) Any person currently employed as a "Helper" may remain in that classification until his employment is terminated for any reason whatsoever.

(b) Upon termination of such person's employment, the job vacated shall then be considered that of a "Second Hand". Persons hired to fill such positions shall be considered "Second Hands" and paid the rate required for "Second Hands".



(c) In the event the Employer currently employs no persons as "Helpers" or subsequently employs no persons as "Helpers" by virtue of the operation of this section, any new employee engaged in such phase of production of baked products shall be classified as either a "First" or "Second Hand", as the job may require.

### **Payment of Wages**

C. Wages shall be paid weekly in cash on the same day of each week as heretofore, except that with written approval of the Union, payment may be made by check, and if so, only during the regular banking days falling on Monday through Thursday. Employees shall be given a weekly statement of earnings and deductions. In the event a pay day falls on a holiday, the employees shall receive their pay on the day immediately preceding the holiday, wherever possible. Each Employer shall designate, in writing, no later than thirty (30) days after the execution of this Agreement, the first and last day of the payroll week which shall be effective in his establishment for the duration of this Agreement. The Employer may change said payroll week upon giving the Union no less than thirty (30) days prior written notice of intention to do so, provided that any such change shall not work a monetary detriment upon any employee and shall not result in a withholding of employees' pay.

D. If an employee in one classification is asked to do work in another classification which has a higher rate of pay, then he shall be compensated at the higher rate, and he shall be paid for a full day's work if employed one-half ( $\frac{1}{2}$ ) day or more in said higher classification; if the employee works less than one-half ( $\frac{1}{2}$ ) day in the higher classification, then he is to be compensated at the higher rate only for the time so employed, but in no event for less than one-half ( $\frac{1}{2}$ ) hour.

### **Severance Pay**

E. Severance pay shall be paid at the rate of two (2) week's pay after ten (10) or more

years of continuous employment with the Employer or his predecessor, to any employee who is permanently laid off, or to any employee who leaves his employment in the event the Employer moves his shop to another place located thirty-five (35) or more miles from his shop's present location.

F. All maintenance mechanics who are on emergency call shall be paid their basic telephone expenses and all work done on emergency calls shall be paid for at the rate of time and one-half the mechanic's regular rate of pay. On each emergency call, mechanics shall receive a minimum of three (3) hours pay at time and one-half.

G. Regular employees shall be guaranteed a full day's wage for each day they report for work at the scheduled time.

H. Women shall be paid at the same rate as men for similar work. ✓

I. Employers shall furnish all employees completed Federal and State Withholding Tax Statements (W-2 Forms) by no later than February 1st of each year.

## ARTICLE VII—HOURS AND DAYS OF LABOR

### Wholesale

A. A Wholesale Shop is one which produces its products primarily for resale and not for direct sale to the ultimate consumer. In a Wholesale Bread and/or Roll Shop thirty-five (35) hours of work shall constitute the regular work week, and seven (7) consecutive hours of a scheduled shift, exclusive of the unpaid normal meal period, shall constitute the regular work day. In a Wholesale Cake Shop thirty-seven and one-half (37½) hours of work shall constitute the regular work week, and seven and one-half (7½) consecutive hours of a scheduled shift, exclusive of the unpaid normal meal period, shall constitute the regular work day. The regular work week shall consist of five

(5) regular work days which need not be consecutive. Regular employees shall be given two (2) scheduled days off in each calendar week. The scheduled shift for each employee shall not be changed during his regular work week, except as hereinafter provided.

### Retail (Handcraft)

B. A Retail Shop (Handcraft) is one which produces its products primarily for direct sale to the ultimate consumer. In a Retail Shop thirty-seven and one-half ( $37\frac{1}{2}$ ) hours of work shall constitute the regular work week, and seven and one-half ( $7\frac{1}{2}$ ) consecutive hours of a scheduled shift, exclusive of the unpaid normal meal period, shall constitute the regular work day. The regular work week shall consist of five (5) regular work days which need not be consecutive. Regular employees shall be given two (2) scheduled days off in each calendar week. The scheduled shift for each employee shall not be changed during his regular work week, except as hereinafter provided.

C. Regardless of the foregoing definitions, in any shop which utilizes any power-propelled machine or machines to weigh, shape or cut bread or rolls, thirty-five (35) hours of work shall constitute the regular work week, and seven (7) consecutive hours of a scheduled shift, exclusive of the unpaid normal meal period, shall constitute the regular work day.

D. (1) Work in excess of said hours per day and days per week, or on the employee's scheduled day off, shall be paid at the overtime rate of time and one-half. Work performed on the seventh (7th) consecutive working day shall be paid at double time for the first seven (7) hours or seven and one-half ( $7\frac{1}{2}$ ) hours, as the case may be, and at double time and one-half for hours worked in excess thereof. Paid holidays shall be computed as seven (7) hours or seven and one-half ( $7\frac{1}{2}$ ) hours work, as the case may be, for the purposes of computing overtime under this paragraph.

## Night Premium

E. Night workers shall receive night rates consisting of regular day rates plus a premium of ten cents (10¢) per hour. Night work rates commence on or after 6:00 P.M. and prior to 6:00 A.M. An employee shall receive the regular night rate for each hour worked in his scheduled shift after 6:00 P.M. and before 6:00 A.M. Employees who work overtime shall be paid time and one-half the regular night work rates for all overtime hours worked between 6:00 P.M. and 6:00 A.M. Effective February 1, 1966, employees whose scheduled shift consists of five (5) or more hours between 6:00 P.M. and 6:00 A.M. shall be paid the regular night rate for their entire regular work day, and time and one-half the regular night work rates for all overtime hours worked. All payments due night workers hereunder, such as, but not limited to, vacation, sick leave, severance pay, and holiday pay when the employee does not work on the holiday, shall include the employee's regular night rates.

## Ovenman and Fryer

F. An ovenman or fryer shall not be required to work at the oven or kettle for more than four (4) hours during his day's work, except that he may work at the oven or kettle for a longer period if he so desires. If he chooses not to work at the oven or kettle for more than four (4) hours he may be required to complete the balance of his shift elsewhere in the plant at ovenman's or fryer's rate of pay. An ovenman or fryer working at the oven or kettle for four (4) or more hours shall be relieved at the oven or kettle during the first four (4) hours of such work for one period of not less than fifteen (15) minutes, during which time he may be assigned to other work in the plant. The fifteen (15) minute period shall be so arranged as not to interfere with production. Any man working at the oven or kettle for a minimum of

three and one-half (3½) hours in any one day shall receive a full day's pay in that classification.

### Work Schedule and Days Off

G. Employees shall not be required to return to work until after at least twelve (12) hours have elapsed since their previous straight time shift; on an employee's day off until after thirty-six (36) hours; after two days off after sixty (60) hours; any time worked prior to the said hours shall be considered overtime and paid at the overtime rate.

H. An employee's scheduled day or days off shall not be changed except by at least seven (7) days prior notice to him and to the Plant Steward or Department Steward. Scheduled shift starting times shall be posted in the shop at least three (3) days before the start of the work week. The Employer may make one shift change per week per employee of two (2) hours or less without giving such notice. Where unexpected circumstances occur, additional shift changes or two (2) hours or less may be made without giving such notice.

All regular employees and regular extras on regular work schedules, who are absent from the job, shall be replaced on the same day. Plant Stewards shall have the right to call for replacements of absent regular employees or regular extras in emergency situations where Employer representatives are not available or do not call for replacements; provided, however, that any replacement called in by a Plant Steward shall be qualified and report at the scheduled reporting time of the replaced employee.

### Time Clock Wholesale

I. (1) The Employer shall provide a time clock in each shop for the purpose of keeping a record of daily hours worked by each employee, and notwithstanding anything to the contrary herein, no employee shall be permitted to work in any shop which fails to provide and maintain such a time clock.

## Time Clock Retail (Handcraft)

(2) In Retail Shops (Handcraft) where the number of production employees aggregate six (6), regardless of their representation by other unions recognized by the Union or duly certified by law, the Employer in his discretion may provide either a time-clock or any other device by which a permanent record of all hours worked by each employee shall be kept.

### ARTICLE VIII—EXTRAS

A. Extra employees, except for those hereinafter defined as regular extras, are to receive \$1.00 per day above the regular rates of their classifications, and may be laid off at the end of any working day without notice. In the event such extras do not become regular employees or regular extras, they shall be paid the \$1.00 per day upon termination of their employment.

B. (1) Extras are defined as those who are employed in addition to or as substitutes for the regular staff for a period of less than five days in any calendar week.

(2) Regular extras are defined as those extras who regularly work for the same Employer for longer than their trial period. Regular extras are to be deemed regular employees under this contract and are to receive all of the benefits under this contract on a pro-rated basis.

C. When the Employer orders an extra and the extra reports ready and able to work, he shall be paid a day's wage regardless of whether or not the Employer permits him to work.

D. Extras shall be paid their wages in cash at the time they complete their day or days' work, but in no event later than the next regular pay day following the completion of their work. In the event of payment by mail, checks shall be sent on such pay date by registered or certified mail, return receipt requested. If such payment is not so made, the Employer shall be deemed to have breached this Agreement.

## ARTICLE IX—OVERTIME

No employee shall be required to work overtime. If overtime is necessary, it shall be worked only on notice to and with the consent of the Union except in emergency cases. If the Union determines that the Employer is abusing the exception for emergency cases and so notifies the Employer by written notice, it is agreed that the emergency exception shall be immediately deemed null and void and of no effect, and the Employer shall have the right to arbitrate the question as to whether the Union's determination is correct.

## ARTICLE X—MEALS AND REST TIME

A. The normal meal period shall commence between the third and fourth and one-half hours of work. The normal meal period shall be one-half hour.

B. Employees requested to work more than two and one-half ( $2\frac{1}{2}$ ) hours after the conclusion of their regular shifts shall be given a fifteen (15) minute paid rest period.

## ARTICLE XI—SAFETY AND SANITARY CONDITIONS

A. The Employer agrees to maintain safe and sanitary conditions in his shops. A shop Safety and Sanitary Committee designated by the Union shall be recognized by the Employer. In the event of a dispute between the Committee and the Employer as to the proper maintenance of such conditions, the dispute shall be subject to the grievance and arbitration procedure hereinafter provided. No employee shall be required to work in the shop unless the Employer abides by the decision and findings of the Arbitrator in connection with putting the shop in a safe and sanitary condition, notwithstanding anything to the contrary herein.

B. A sanitary locker, locker room and lunch area shall be provided for the workers. Wherever possible, the lunch area shall be separate from the

locker room. The Employer shall be responsible for the maintenance of sanitary conditions, and the Employer shall have the right to make periodic inspections of the interior of the lockers in the presence of the employees, and/or Plant or Shift Steward.

C. The Employer shall supply each Regular employee and Regular extra with an individual locker. All other employees shall be provided with a sanitary place to deposit their clothes. The locker shall be maintained by the Employer.

D. The Employer shall be responsible for all losses of workers' clothing and shoes caused by fire, water or flood, not to exceed one hundred (\$100.00) dollars, subject to proof of loss.

E. The Employer agrees to provide a readily accessible telephone in the shop for use in emergency by any employee working alone at night.

(1) Near the telephone the Employer shall have a posted listing for emergency use, the telephone numbers and/or instructions on how to call for an ambulance, doctor, police or fire department.

(2) Bakeries with only one entrance and exit from the street shall provide a screen door for summer months.

(3) The Employer shall provide soap and individual towels for daily use, to be contained in dispensers over the sink in the toilet and the sink in the bake shop, for the washing and drying of hands when required during the normal course of the day's work.

(4) Complete first aid kit shall be on hand at all times. Size and content of kit shall depend on number of employees.

## ARTICLE XII—VACATIONS

A. Effective February 1, 1965, all regular employees who have been employed by the Employer or its predecessors for one (1) or more years by May 1st in any year shall receive three (3) weeks vacation with pay in such year. Effective Febru-



ary 1, 1965, all regular employees who have been so employed for twenty (20) or more years by May 1st in any year shall receive four (4) weeks vacation with pay in such year. Regular extras shall receive vacations in the same way as regular employees on a pro-rated basis. All regular employees and regular extras working less than a full year shall receive vacation pay pro-rated in accordance with the formula set forth in Paragraph "B" of this Article on the basis of three (3) week's pay or four (4) week's pay, as the case may be.

B. If any regular employee or regular extra shall leave the Employer's employ prior to his vacation time, for any reason whatsoever, he shall then be paid his accrued vacation time as if wages were due. Regular employees and regular extras so leaving prior to May 1st in any year shall receive such accrued vacation pay pro-rated to the number of months or major fraction thereof they were in such employ counting from the preceding May 1st. In such event an employee's accrued vacation pay shall be pro-rated on the basis of the vacation he would have been entitled to had he not left such employ prior to May 1st.

C. The vacation schedule shall be mutually agreed upon by the Union and the Employer. The vacation period shall be during the months of May, June, July, August, and September unless otherwise agreed. The vacation schedule shall be posted not later than April 1st. Passover may be considered as part of the vacation period.

D. Vacation time shall consist of consecutive days or weeks. A week as used in this Article shall mean the regular work week of five (5) days, seven (7) hours per day, thirty-five (35) hours per week, or seven and one-half ( $7\frac{1}{2}$ ) hours per day, thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week, as the case may be.

E. Vacation pay shall be based on the actual weekly rates of pay regularly paid to an employee.

F. Vacation monies shall be payable in cash prior to the commencement of the vacation, including night differential rates according to the employee's shift status during the four (4) week period prior to May 1st.

G. An employee who has been away on leave of absence shall not be entitled to vacation pay pro-rated for the period of such leave of absence.

H. Time lost up to a maximum of two (2) months in any year ending April 30th, by regular employees and regular extras, due to illness, shall be deemed to be time worked for vacation purposes.

### ARTICLE XIII—HOLIDAYS

A. (1) "Wholesale Shop"—The holiday is intended to mean the day before the day of legal celebration of any holiday.

(2) "Retail Shop"—The holiday is intended to mean the actual day on which the holiday falls, including Sundays.

B. The following holidays shall be paid holidays regardless of the day on which such holiday falls:

New Year's Day	Labor Day
Washington's Birthday	Election Day
Memorial Day	Thanksgiving
July 4th	Christmas

If the Employer's shop is closed for the observance of two (2) days Rosh Hashonah and Yom Kippur, these three days shall be substituted as paid holidays in place of Washington's Birthday, Memorial Day and Election Day.

Within thirty (30) days after the execution of this Agreement, the Employer shall notify the Union, by registered or certified mail, return receipt requested, whether or not he wishes to substitute Washington's Birthday, Memorial Day and Election Day, or any of them, for one or more of the Jewish Holidays as hereinabove set forth. Any such election shall continue for the full term of this

Agreement unless the Employer receives the written consent of the Union to modify same.

49/4/ A regular employee or regular extra working on a paid holiday shall be paid holiday pay and time and one-half of his regular rate for such work. A regular employee shall not be required to work on a paid holiday but shall be paid a day's straight-time pay at his regular rate; regular extras shall be paid such holiday pay pro-rata. All extra employees shall be paid for holiday work at time and one-half of their respective rates for such work.

C. The holiday and overtime provisions of this Agreement shall be interpreted to provide that where an employee works five (5) days in a holiday week in which the holiday falls on a normal day off and no work is performed on that day:

(1) Straight time shall be paid for the first four (4) days work of seven (7) hours or seven and one-half (7½) hours each, as the case may be.

(2) Overtime shall be paid for all work performed on the fifth day.

(3) One full day's pay shall be paid for the holiday itself.

(4) The total pay for such work week of thirty-five (35) hours, or thirty-seven and one-half (37½) hours, as the case may be, shall be six and one-half (6½) day's pay at straight time rates.

D. In the event that the collective bargaining agreement between this Employer and the Union representing the drivers of the Employer provides for any holiday not established by the Agreement between this Employer and Local No. 3 of the Bakery and Confectionery Workers' International Union, and in the event that there are no deliveries made on such holiday, and in the event that employees under this Agreement are laid off on that day as a result of no deliveries being made, such employees so laid off for the day shall be paid therefor at the rate of seven (7) hours, or seven and one-half (7½) hours, as the case may be, at straight time pay.

E. If a holiday falls while an employee is on vacation, such employee shall receive an additional day's pay. Employees on leave of absence shall not be entitled to holiday pay.

F. In the event that a regular employee is out of the shop due to an excusable absence during the entire holiday week and is substituted by an extra, the extra worker is to receive the holiday benefits, and if there is no such substitute the regular employee is to receive the holiday benefits. New employees who become regular employees shall be entitled to all holiday benefits retroactively for any holiday falling within their trial period.

G. If the Employer closes the shop because of a legal or religious holiday, other than those hereinbefore set forth, said holiday shall also become a paid holiday.

H. Any employee laid off within two weeks prior to a paid holiday shall nevertheless be entitled to pay for said holiday.

### **Shomer Sabbath Holidays**

I. Employees in SHOMER SABBATH shops (retail shops closed two (2) days Shevuoth and four (4) days Succoth), working New Year's Day, July 4th and Labor Day, shall be paid time and one-half of their regular rates for work on such days.

### **Paid Birthday**

J. Each regular employee or regular extra shall be entitled to take his birthday off without loss of pay. Each employee shall also receive premium pay of \$5.00 on his Birthday. Should such employee's birthday occur on a holiday, or during his vacation, or on the employee's scheduled day off, he shall be given an extra day's pay, at the straight time rate, for the work week in which his birthday occurs.

Should the employee be required to work on his birthday, he shall be given, in addition to his regular pay, an extra day's pay at the straight

time rate, for the work week in which his birthday occurs.

The Employer shall not be required to replace any employee who is absent from work pursuant to this provision nor shall any of the other provisions set forth in this Article XIII and Paragraph "D" of Article VII apply.

Any employee born on February 29th of a leap year shall be considered as having February 28th as his birthday in all non-leap years.

The birthday pay for regular extra employees shall be pro-rated.

#### ARTICLE XIV—LEAVE OF ABSENCE

A. The Employer agrees that all employees employed six (6) months or more shall, after giving two (2) weeks' written notice to both the Employer and the Union, be entitled during each year of this Agreement to one leave of absence, not to exceed six (6) months, provided the Union approves such leave. Such leave shall not affect any of the seniority rights hereunder of such employee.

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1 ( B. The Employer recognizes absence due to pregnancy or the performance of inactive National Guard or similar inactive reserve duties as an excusable absence.

#### ARTICLE XV—SICK LEAVE

In the event that a regular employee is absent due to illness, he shall be entitled to one-half ( $\frac{1}{2}$ ) day's pay for each full day of such illness. The Employer's obligation under this Article shall be limited to a maximum of three (3) days of pay for six (6) days illness in the contract year. At the end of each contract year (January 31st), and upon termination of employment, the Employer shall pay each regular employee for all unused sick leave. In the event an employee has worked less than a full year, sick leave shall be pro-rated. The employee may be required to submit a doc-

tor's certificate as to his illness in order to qualify for such sick pay.

## ARTICLE XVI—PENSION AND WELFARE

### Section 1. Local 3 Pension and Welfare Funds

The following shall be the agreement between the Employer and Local Union governing contributions to the Bakery and Confectionery Workers' International Union of America, Local No. 3 Welfare Fund, and the Bakery and Confectionery Workers' International Union of America, Local No. 3 Pension Fund:

A. The Employer agrees to become a party to and hereby is bound by the Agreements and Declarations of Trust establishing the Bakery and Confectionery Workers' International Union of America, Local No. 3 Welfare Fund, and the Bakery and Confectionery Workers' International Union of America, Local No. 3 Pension Fund. The Employer further agrees irrevocably to designate as its representatives on the Boards of Trustees of the Funds such Trustees as are named in said Agreements and Declarations of Trust as Employer Trustees, together with their successors selected in the manner provided in the said Agreements and agrees to be bound by all the action taken by the said Employer Trustees pursuant to the said Agreements and Declarations of Trust.

B. Commencing February 1, 1965, the Employer shall contribute to the said Welfare Fund the sum of One Dollar and Twenty Five Cents (\$1.25) per day, and to the said Local 3 Pension Fund the sum of twenty cents (20¢) per day for each day's or night's work, including payments for vacations and holidays, of the employees covered by this Agreement. Commencing April 1, 1965, said contributions of the Employer to said Welfare Fund shall be increased to One Dollar and Fifty Cents (\$1.50) per day, and effective April 1, 1967 to One Dollar and Fifty Five Cents (\$1.55) per day.

Commencing February 1, 1966, said contributions of the Employer to said Local 3 Pension Fund shall be increased to Twenty Two Cents (22¢) per day.

It is the declared intention of the parties that where employees receive double wage payments for working on holidays and/or vacations, or where an employee works on a sixth or seventh consecutive day or night in a work week, or where an employee works weekly overtime hours aggregating at least an amount equal to his scheduled day's work, daily pension contributions to the Local 3 Pension Fund of \$1.00 for the period commencing February 1, 1965 and ending January 31, 1966, and \$1.50 thereafter, and daily Welfare contributions to the Local 3 Welfare Fund of \$1.25 for the period commencing February 1, 1965 and ending March 31, 1965, and \$1.50 for the period commencing April 1, 1965 and ending March 31, 1967, and \$1.55 thereafter shall be made on such double wage payments and/or weekly overtime hours, including the sixth or seventh consecutive day's work. For the purpose of this Article it is understood that contributions shall be payable on behalf of employees from the first day of employment, whether said employees are permanent, temporary, or seasonal or full-time or part-time employees and regardless of whether or not they are members of the Union.

C. All contributions payable under this Section shall be remitted by the Employer so that they will be received by the Local 3 Pension and Welfare Funds by no later than the 15th of the month next following the month in which the employees work. It is understood that the parties intend and agree that such contributions are to be considered the same as wage payments under the law. In the event the Employer is delinquent in the payment of such contributions hereunder, the Union may, following the end of seventy-two (72) hours after sending the Employer telegraphic notice of delinquency, immediately and without further notice call a strike of the employees, pro-

vided such delinquency has not been rectified within said seventy-two (72) hours, in addition to any other remedies available in the premises, and such strike shall be deemed not to be in breach of this Agreement, notwithstanding anything to the contrary contained herein. The Employer shall pay to the Local 3 Pension Fund and/or the Local 3 Welfare Fund, to defray administrative costs increased because of said delinquency, ten (10) cents per day per employee for each day the Employer is delinquent in remitting the contributions required to be made hereunder to each of the said Funds. In the event that legal action is required to be instituted to recover the contributions due hereunder, the Employer shall be liable for a reasonable attorney's fee, as well as interest and costs. Such payments, attorney's fee, interest and costs are hereby deemed to be a part of the contributions due and payable hereunder. In addition to any of the foregoing remedies, and not by way of limitation, the Employer shall be responsible and liable for any loss of benefits suffered by an employee due to the failure of the Employer to make timely contributions as required under this Article. The various remedies available to the Union in the event of delinquency in remitting contributions as aforesaid shall likewise be applicable to the failure of the Employer to immediately pay such benefit losses upon written demand therefor sent to the Employer by registered or certified mail, return receipt requested.

D. The Employer shall make available to the said Funds any and all records of the employees hired, classifications of employees, names, social security numbers, and accounts of wages paid, that the Trustees of the said Funds may require in connection with the sound and efficient operation of the Funds. The Employer shall be required to pay a reasonable accountant's fee whenever an audit of the Employer's records is made necessary due to the Employer's gross carelessness or willful failure to forward contributions and reports to the Funds as required hereunder. The



Employer's obligation to pay such accountant's fees shall be deemed the same as his obligation to make contributions hereunder and for failure to pay such accountant's fees immediately upon demand therefor, any and all of the aforesaid remedies available to the Union, employees, or Funds will likewise be applicable.

E. The Funds will be jointly administered by a Board of Trustees, on which the Union as one party, and the Employer as another party will have equal representation.

F. All monies paid into the Welfare Fund will be used by the Trustees for providing the employees, retired employees and their dependents welfare benefits, including, but not limited to, life insurance, accidental death and dismemberment benefits, hospitalization, surgical and medical expense, in such amounts as the Trustees in their discretion may determine from time to time.

G. All monies paid into the Local 3 Pension Fund for retention by it will be used by the Trustees for the purpose of providing a pension plan and/or life insurance, and/or welfare benefits as may be permissible under the law, for the covered employees, to be formulated by said Trustees. No employee who receives or shall receive pension benefits under the Local 3 Pension Plan shall receive any benefits whatever from the Bakery and Confectionery Union and Industry International Pension Fund.

H. It is understood and agreed that the Pension Plan referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to allow the Employer the income tax deduction for the contributions paid hereunder.

I. The parties agree and represent that there is no other agreement between them regarding Welfare and Pension benefits, other than this Article, presently in effect. The parties further agree that no agreement regarding Welfare and Pension benefits, other than this Article, shall be

effective during the period covered by this Collective Bargaining Agreement, except with the consent of the Board or Boards of Trustees involved.

## Section 2. INTERNATIONAL PENSION FUND

The following shall be the agreement between the Employer and Local Union governing contributions to the Bakery and Confectionery Union and Industry International Pension Fund:

1. (a) Commencing with the 1st day of February, 1965, and for the duration of the current collective bargaining agreement between the Local Union and the Employer and any renewals or extensions thereof, the Employer agrees to make payments to the Bakery and Confectionery Union and Industry International Pension Fund for each employee working in job classifications covered by the said collective bargaining agreement, as follows:

For each day or portion thereof for which an employee, subject to the Collective Bargaining Agreement, receives pay, the Employer shall make the following contributions to the Bakery & Confectionery Union and Industry International Pension Fund:

Commencing February 1, 1965 and ending January 31, 1966, eighty cents (80¢) per day but not more than Four Dollars (\$4.00) per week for any one employee.

Commencing February 1, 1966 and for the duration of this Agreement, One Dollar and Twenty Eight Cents (\$1.28) per day but not more than \$6.40 per week for any one employee.

For the purposes of this Section 2, it is understood that contributions shall be payable on behalf of employees from the first day of employment, whether said employees are permanent, temporary, or seasonal, or full-time or part-time employees, and regardless of whether or not they are members of the Union. It is further understood that each day or portion thereof paid for, including days or portions thereof of paid vacation, paid

holidays, and other days or portions thereof for which pay is received by the employee in accordance with the collective bargaining agreement, shall be counted as days for which contributions are payable.

(b) The Employer hereby agrees to become a party to the Agreement and Declaration of Trust dated September 11, 1955, establishing the said Bakery and Confectionery Union and Industry International Pension Fund, and agrees to be bound by all terms and provisions of said Agreement, a copy of which is made a part hereof. The Employer further agrees irrevocably to designate as its representative on the Board of Trustees of the Fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in the said Agreement, and agrees to be bound by all the action taken by the said Employer Trustees pursuant to the said Agreement and Declaration of Trust.

(c) It is agreed that the Pension Plan adopted by the Trustees of the said International Pension Fund shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to enable the Employer to treat contributions to the said Pension Fund as a deduction for income tax purposes.

(d) It is agreed that all contributions shall be made at such times and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the said International Pension Fund.

(e) If the Employer fails to make contributions to the said International Pension Fund within thirty days after the date required by the Trustees, the Local Union, in addition to any rights the Trustees may have, shall have the right on forty-eight (48) hours written notice to take whatever steps are necessary to secure compliance with this

Article, any provisions of the collective bargaining agreement, including the no-strike clause, to the contrary notwithstanding. It is expressly understood that the Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure of the collective bargaining agreement and that the no-strike clause, if any, shall not prohibit any action the Union chooses to take to compel payment of contributions. The Employer shall be liable for all costs incurred in collecting the payments due hereunder, together with attorneys' fees and such penalties as may be assessed by the Trustees.

2. The parties agree and represent that there is no other agreement between them regarding pensions other than this Article presently in effect. The parties further agree that no agreement regarding pension benefits, other than this Article, shall be effective during the period covered by the said collective bargaining agreement, except with the consent of the Board of Trustees.

3. The expiration date of the present collective bargaining agreement between the Local Union and the Employer is January 31, 1968. Copies of any renewal or extension agreements will be promptly furnished to the Pension Fund office and, if not consistent with these provisions governing participation by the Employer and Local Union in the Bakery and Confectionery Union and Industry International Pension Fund, can be used by the Trustees as the basis for termination of participation of the Employer.

4. This Section shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Employer shall give prior notice in writing of this Section to any purchaser, transferee, lessee, assignee or other successor in interest. A copy of such notice shall be furnished to the Trustees not later than four (4) days after the effective date of the transaction. The Employer agrees that its failure to so notify its successor and the Trustees will operate to continue its obligations under this Section.

## ARTICLE XVII—LAUNDRY AND SUPPLIES

A. Eligible employees (determined in accordance with the Employer's past practice) shall be furnished, without cost, laundry to be used on the job. Such laundry shall consist of one (1) pair of pants and two (2) shirts per week. For each day on which such an employee does not receive his laundry as aforesaid, the Employer agrees to pay such employee a monetary penalty of fifty cents (50¢) per day. If the Employer shall have failed to provide laundry as herein set forth (except as provided in paragraph "C" below) on three (3) successive legitimate occasions on which the Union shall have notified the Employer of his failure in writing by registered or certified mail, return receipt requested, then the monetary penalty for such Employer shall thereafter be one dollar (\$1.00) per day.

B. The Employer will endeavor to provide, without charge, garments for work performed outdoors during inclement weather or in refrigerated and cold storage rooms.

C. Any obligation of the Employer established by this Article shall not apply in the event that any supplier with which the Employer may have a contract to supply such laundry or other supplies shall not be able to provide the same.

## ARTICLE XVIII—BAKED PRODUCTS FOR HOME USE

Retail shops shall give to their employees daily a reasonable amount of fresh baked merchandise for home use, without charge, not to exceed one pound of bread and one dozen rolls per day, or their equivalent in other fresh baked merchandise.

Wholesale shops which manufacture bread and rolls shall give to their employees daily a reasonable amount of fresh baked merchandise for home use, without charge, not to exceed one pound of bread and one dozen rolls per day, or if no rolls, two pounds of bread.

Wholesale Cake Shops shall permit their employees to purchase daily for home use fresh

merchandise baked on the premises not to exceed in the aggregate \$2.00 per day at the wholesale price, at a discount of 30%, provided the employee orders same in advance.

All merchandise shall be checked out in accordance with the rules of the Employer.

#### **ARTICLE XIX—MECHANIZATION**

A. Effective February 1, 1965, it is distinctly understood that the Employer shall have the right to change, modify, alter or add to the mechanization of the Employer's shop, over that which presently exists, providing same does not directly result in the layoff of any of the regular employees and regular extras on the payroll as of the week ending January 31, 1965.

B. On any new type of machine introduced after February 1, 1965, the Union, after a thirty (30) day trial period, has the right to discuss the work load on such machine. Any dispute or difference as to the work load on any such new machine shall not be subject to arbitration.

#### **ARTICLE XX—FUNERAL LEAVE**

Each employee whose mother, father, spouse, brother, sister, child, mother-in-law or father-in-law shall die within the contract period shall receive three (3) consecutive days' leave with pay at or near the time of death.

#### **ARTICLE XXI—PLANT STEWARD**

The Plant Steward and the Shift and Department Stewards shall be recognized by the Employer. Grievances shall be adjusted as provided for in Article XXXI hereof. The Plant Steward, Shift or Department Stewards and the particular employee involved shall be paid for the time consumed in adjusting grievances during their working hours on the premises.

#### **ARTICLE XXII—DISCRIMINATION**

The Employer shall not discriminate against any employee or applicant for employment be-

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cause of his Union activity or on account of race, color, creed, age, nationality, or sex, with respect to any aspect of the employment relationship.

### ARTICLE XXIII—UNION LABEL

A. The Employer shall place a Union label upon every product or container used one-half pound in weight or over. This label shall be purchased from the Union and shall be paid for by the Employer at a price to be agreed upon according to the type of the label.

B. The label and the use thereof shall be the exclusive property of the Union, and the Union may compel the Employer to cease using this label whenever this Agreement is abrogated or terminated.

C. The Employer shall have the right to designate the type of label, and the additional matter to be printed thereon.

D. The Union Shop card shall be displayed in the Employer's place of business.

E. The affixing of Union labels shall be deemed covered work hereunder, to be performed only by employees classified in the bakers' classification in the covered unit, except where such labels are printed on wrappers or containers.

### ARTICLE XXIV—PROMOTIONS

The Employer and Union recognize the desirability of giving employees in lower categories the opportunity to fill permanent vacancies in higher classifications for which they are qualified. In view of the foregoing, the following procedures will apply in filling vacancies:

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[In one (1) out of each three (3) posted vacancies, the following procedures will apply, unless otherwise mutually agreed to: 7

1. A permanent job vacancy shall be posted for a bid for a period of not less than seventy-two (72) hours.

2. Bidding for such job vacancy shall be limited to employees in the next lower classification. Any

employee who has been promoted to a higher classification under the terms of this Article XXIV shall be ineligible to bid for a new job vacancy for a period of one (1) year following the commencement of his trial period in his prior promotion.

3. The senior employee submitting a bid shall be given an opportunity in such vacant job provided he has the ability and qualification to perform the required work and shall be deemed to be on an initial trial period for ten (10) days after being appointed to fill such vacancy. The Employer shall have the right to make the initial determination as to whether the employee in the first instance has the ability and qualification to be accorded such trial period and may, at any time during the ten (10) day trial period, remove such employee from the job and return him to his former job. The judgment of the Employer in this connection may be disputed by the Union through the grievance and arbitration procedure on the sole ground that the Employer was arbitrary and capricious in arriving at such determination. In the event that an arbitrator shall find in favor of the grievant in such dispute, he shall be limited in his remedy to a direction that the employee shall be entitled to a full ten (10) day trial period and shall in no event be permitted to award monetary or retroactive pay adjustment. The submission of a dispute in this connection to grievance or arbitration shall be only on the action of the Executive Board of the Union.

4. Any employee who has completed the full ten (10) day trial period hereunder shall then be kept on the trial job for not less than an additional thirty (30) calendar days which shall be a further trial and training period. If, at the end of the additional thirty (30) day calendar period, the Employer determines that the employee is not satisfactory, he shall be returned to his former job classification and the Union shall be so advised. The Union may dispute the Employer's determination as to this move through the grievance and arbitration procedure, in which event the



arbitrator shall be permitted to determine whether or not the performance of the employee shall have achieved the standard of ability and qualification as to warrant his being considered a permanently promoted employee. An arbitrator, in making such determination, shall, as above set forth, only be permitted to direct the reinstatement of the employee to the higher position and such arbitrator shall not have the right to make any monetary or retroactive pay adjustment award. Any dispute as to the Employer's action at the end of the thirty (30) calendar day trial and training period herein established shall similarly be raised only by the Executive Board of the Union.

5. A grievance may only be submitted by the Executive Board of the Union as to the Employer's action in returning the employee to his former job during the ten (10) day trial period or at the end of the thirty (30) day period as referred to herein no less than thirty (30) days, nor more than sixty (60) days after the Employer has advised the Union of its action.

The rate of pay of an employee promoted under this Article shall be adjusted as follows:

(a) If retained on the job until the end of his initial ten (10) day trial period, the employee shall receive an adjustment of one-third ( $\frac{1}{3}$ ) of the difference between his job rate and the new job rate.

(b) A further adjustment of one-third ( $\frac{1}{3}$ ) of the difference in the rates of pay shall be made fifteen (15) days thereafter.

(c) A further adjustment to the full new job rate shall be made at the end of the thirty (30) day period referred to herein unless the employee shall have been returned to his former job as above set forth.

This Article shall not apply to vacancies occurring in the working foreman category or assistant working foreman category. An opening created by reason of an employee's promotion shall not be deemed a permanent job vacancy for the purposes of this Article XXIV.

The provisions of Paragraph "D" of Article VI shall not be construed to be altered or amended, notwithstanding the foregoing provisions in this Article XXIV.

#### **ARTICLE XXV—APPRENTICESHIP TRAINING**

The Employers and the Union have been and agree to continue to cooperate with each other and with City, State and Federal authorities for the establishment of an Apprenticeship Training Program.

The parties are awaiting finalization of an Apprenticeship Program to be established in conjunction with governmental authorities, and agree to discuss said program when it has been fully formulated.

#### **ARTICLE XXVI—STRIKES AND LOCKOUTS**

During the term of this Agreement, neither the Union nor the Employer shall call or cause any strikes, work stoppages, slowdowns or lockouts. If either party shall fail to abide by the decision of the arbitrator, after receipt of such decision, under Articles III and XXXI of this Agreement, then the other party shall not be bound by this provision and the Employer shall be free to lock out and the Union shall be free to call a strike of the employees, as the case may be.

In the event that an unauthorized strike, work stoppage or slowdown occurs, the Union will make all reasonable efforts to terminate such strike, work stoppage or slowdown, including the making of a demand on the part of the Union that employees so engaged shall immediately return to work. In the event of such unauthorized action, the Union will immediately advise the Employer that such action is unauthorized, in which event the Employer may take such action as the Employer deems proper, including discharge, against employees engaging therein, subject to the Union's right to demand arbitration as to whether any of such employees engaged in such unauthorized action.

In consideration of the performance of the foregoing undertaking by the Union, the Union and its officials will not be liable in damages and the Employer will not bring suit against the Union or its officials in connection therewith.

If the Employer should fail to pay the wages and other payments provided for herein at the time they are due and payable, following the end of seventy-two (72) hours after sending the Employer telegraphic notice of such failure the Union may immediately and without further notice call a strike of the employees, provided such failure has not been rectified within said seventy-two (72) hours, in addition to any other remedies available in the premises, and such strike shall be deemed not to be in breach of this Agreement, notwithstanding anything to the contrary contained in this Article.

#### ARTICLE XXVII—COOPERATION BETWEEN THE UNION AND THE EMPLOYER

A. To the extent permitted by law, the Employer shall not perform any work for or deliver any merchandise to baking establishments which are on strike unless the Employer had previously regularly performed work for or delivered merchandise to such establishments, but in no event shall the Employer perform additional work for or make additional deliveries in excess of that normally effectuated prior to such strike. In the event of the Employer's breach of this provision, the Union, after notice, may call a strike, notwithstanding any other provision to the contrary herein contained.

B. To the extent permitted by law, and notwithstanding any other provision to the contrary herein contained, if a dispute shall arise between the Employer and another union, resulting in the picketing of the Employer's establishment by such other union, the Union shall have the right to withdraw its members from work and such action on its part shall not be deemed a breach of this Agreement.

## ARTICLE XXVIII—OFFICIAL VISITS

At all times an officer, representative, or a committee of the Union, with proper credentials, shall have the right to visit the Employer's place of business.

## ARTICLE XXIX—EXECUTIVE WORK OR MANAGEMENT WORK

### Wholesale Shops

A. No executive, manager or supervisor shall be permitted to work in production unless any of the following situations obtain:

(1) The work is done for demonstration or instruction purposes;

(2) To make up for the amount of time lost by reason of a substantial breakdown of production facilities.

(3) In the event of disruption of production caused by a shortage of help due to accidents or illness which cannot be corrected by overtime, or by an extra or extras, or

(4) Any other events where the acting Shop Steward has given his prior written consent.

In the event the Employer breaches this provision, it shall be liable to the Union for monetary compensation as may be determined by the arbitrator designated hereunder, and/or the Union shall have the right, on seventy-two (72) hours prior notice, to withdraw its members from work, notwithstanding any other provision to the contrary herein, and such action on the Union's part shall not be deemed a breach of this Agreement.

### Retail Shops (Handcraft)

B. All work covered by this Agreement shall be performed strictly in accordance with the Union's security provisions set forth in this Agreement, provided that any one person having an ownership interest in the shop may engage in production work hereunder not in excess of a regular work week as defined in this Agreement without regard to the said Union security provision. In the

event that two persons holding ownership positions in the shop wish to engage in work covered under this Agreement, then both such persons, at the discretion of the Union, shall be permitted to engage in such work on condition that they both become members of the Union, subject to the Union's By-Laws. Any other person in an ownership or managerial position in the shop who is not included within the foregoing exceptions shall not be permitted to work in production.

In the event the Employer breaches this provision, it shall be liable to the Union for monetary compensation as may be determined by the arbitrator designated hereunder, and/or the Union shall have the right to withdraw its members from work, notwithstanding any other provision to the contrary herein, and such action on the Union's part shall not be deemed a breach of this Agreement.

#### **ARTICLE XXX—INITIATION FEES AND DUES**

The Employer shall deduct from the wages of the members of the Union, now and hereafter employed by the Employer, Union dues and initiation fees provided that the Employer receives from the Union a written authorization by the employee to make such deductions. This authorization shall not be irrevocable for a period of more than one year or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner, provided that if the employee does not revoke such written authorization within the two week period preceding each annual anniversary date thereof, such written authorization shall be deemed to have been automatically renewed. Such monies so collected shall be turned over to the Union by the 10th day of each and every month. In the event of the Employer's failure to so turn over to the Union such collections as aforesaid, the Union shall, in addition to any legal or other remedies it may have in the premises, have the right, following the end of seventy-two (72) hours after sending the Em-

ployer telegraphic notice of such failure, immediately and without further notice, provided such failure has not been rectified within seventy-two (72) hours, to withdraw its members from work and such action on its part shall not be deemed a breach of this Agreement, notwithstanding any other provisions to the contrary herein.

#### ARTICLE XXXI—SETTLEMENT OF CONTROVERSIES

All controversies, disputes, claims or grievances arising out of, or relating to the interpretation or application of, the provisions of this Agreement, shall be settled and disposed of in the following manner and shall be handled in the order indicated, except as otherwise provided herein:

(a) Between the Union's Department or Shift Steward and the Employer's Department Head involved therein—on the job.

(b) If within twenty-four (24) hours thereafter the same cannot be satisfactorily adjusted or disposed of as indicated above, then the same shall be submitted at a conference arranged between the Plant Steward and the Plant Supervisor of the Employer on the job.

(c) If within twenty-four (24) hours thereafter the same cannot be satisfactorily adjusted or disposed of as indicated in (b) above, then the same shall be submitted in writing, signed by the persons herein referred to, and taken up at a conference arranged no later than forty-eight (48) hours thereafter at a time mutually agreeable between the Business Agent of the Union and the Personnel Manager of the Employer.

(d) If the same cannot be satisfactorily adjusted or disposed of as indicated in (c) above, then the matter may be submitted to arbitration by either the Union or the Employer as provided for in (f) below at any time within one month after either party notifies the other in writing sent via registered or certified mail, return receipt requested, of its inability to so adjust or dispose of same.

(e) In the event any controversy, dispute, claim or grievance is based upon the complaint of an employee, such employee and the Plant Steward shall participate in each of the conferences set forth in (a), (b), (c), and (d) above.

(f) If the parties cannot adjust or dispose of any controversy, dispute, claim or grievance as aforesaid, or the parties mutually agree to dispense with the foregoing grievance procedure and submit to arbitration in the first instance, then the matter shall be referred within such time period as provided for above (except as otherwise provided in Article III hereof regarding discharges) to arbitration as hereinafter set forth.

In the case of those Employers who signify in writing their desire to do so, all matters referred to arbitration shall be referred to an Impartial Chairman for decision. The parties agree that James V. Altieri shall act as the Impartial Chairman for the duration of this Agreement. In the case of those Employers who do not signify in writing their desire to submit arbitration matters to the Impartial Chairman designated as aforesaid, or, in the event the Impartial Chairman fails, refuses or is not available to act for any reason whatsoever, the matter shall be submitted to a staff arbitrator designated by the New York State Board of Mediation for decision. The staff arbitrator, in such event, shall have the same power as the Impartial Chairman.

The decision of said Impartial Chairman shall be final and binding, except that the Impartial Chairman shall have no authority to enjoin either party from engaging in any activities or conduct, or to compel either party (except in a matter involving discharge of any employee) to perform a specific act or to award monetary damages against the Union. In the event of application by the Employer to any court of competent jurisdiction solely for injunctive relief, and without any demand for monetary damages in connection therewith, from an alleged breach of the "No-Strike" provisions contained in Article XXVI, failure to com-

ply in the first instance with the procedures of this Article XXXI will not be interposed as a bar to such application.

Any Employer or the Union may withdraw his or its agreement to submit disputes to the Impartial Chairman on thirty (30) days' notice, in writing, provided, however, that arbitrations pending on the effective date of said notice shall not be affected thereby. In such event disputes shall be submitted for arbitration to a staff arbitrator of the New York State Mediation Board.

#### **ARTICLE XXXII—NO WAIVER**

It is agreed that failure on the part of either of the parties hereto on any occasion to enforce any of the terms and conditions of this Agreement shall not be deemed a waiver of its right to enforce them on any future occasion.

#### **ARTICLE XXXIII—INDIVIDUAL AGREEMENTS**

It is expressly understood and agreed by and between the parties hereto that the employees of the Employer shall not be asked to make any individual written or verbal agreement or contract which may conflict with this Agreement or which may vary the terms of this Agreement, and any such individual agreements, past or future, are hereby declared to be null and void and of no force and effect.

#### **ARTICLE XXXIV—COST OF LIVING**

A. Effective as of August 1, 1966, in the event the cost of living, as measured by the Consumer Price Index of the Bureau of Labor Statistics for the City of New York, shall increase or decrease 2%, the basic hourly wage rate provided for in this Agreement shall automatically be adjusted by 2% and continue to be so automatically adjusted for every 2% increase or decrease occurring thereafter during the life of this Agreement.

B. The initial base for computing an increase in the cost of living shall be the Consumer Price



Index for the City of New York for the month of August, 1966. It is understood that the index for that month appears on or about September 15th, 1966. If there shall be a 2% increase from that level, the Consumer Price Index for the month in which such change will have occurred shall constitute the base from which the next 2% change shall be measured.

C. Any wage increase or decrease provided for in this section shall automatically appear in the wages of each employee on the first payroll date after official announcement of the Consumer Price Index by the Bureau of Labor Statistics and shall remain at such level until another change required by the provisions of this section occurs. Any new wage level established by virtue of this section shall constitute the basic rate from which overtime, holiday, vacation pay and other payments under this Agreement shall be computed.

D. Notwithstanding anything to the contrary in this section, no wage rate of any employee shall be reduced, by reason of a decline in the Consumer Price Index, below the wage rate received by him on February 1st in any year in which such decrease takes place.

#### **ARTICLE XXXV—PRIOR BENEFITS**

If wages, or any other condition of employment, in any classification, are higher or superior to those provided in this Agreement, then such wages and conditions shall not be modified because of the terms thereof. It is intended that this Article XXXV shall also include, but not be limited to, higher or superior terms and conditions of employment contained in the prior collective bargaining agreement between the parties.

#### **ARTICLE XXXVI—UNION BULLETIN BOARDS**

The Union shall have the right to place bulletin boards in the shop for the purpose of posting Union notices. Only Union notices shall be posted on such boards, and such boards shall be and

remain Union property at all times. A copy of this Agreement shall be posted on such a bulletin board.

#### **ARTICLE XXXVII—BOUGHT BAKED GOODS**

The Employer shall not purchase such baked goods as were normally produced during January 1965 to the extent that such purchase or purchases will result in the layoff of any employee hereunder. This shall not apply to new employees employed in the production of new products introduced by the Employer after February 1, 1965, where such production is thereafter discontinued.

#### **ARTICLE XXXVIII—DELIVERY OF PRODUCTS**

No worker covered under the provisions of this contract shall deliver baked or other goods, nor shall he be required to transport raw material or other products from or to the establishment.

#### **ARTICLE XXXIX—SHARE THE WORK**

In the event that a shortage of employment exists in the baking industry as a result of layoffs, the Union shall then have the right to adjust and divide the work amongst the employees in the industry. The seniority rights of any employee shall not supersede the exclusive rights of the Union to divide the work equitably among employees, anything to the contrary herein notwithstanding.

The existence of such a condition in the industry shall be promulgated and determined by the Executive Board of the Union.

In the event of such promulgation and determination, such division of work shall be applied as equitably as possible between Employers and shall not unduly interfere with the efficiency of any plant's operation.

#### **ARTICLE XL—BIALISTOCKER KUCHEN BAKERS**

No employee covered by this Agreement shall be required to bake Bialistocker Kuchen. The Em-

ployer recognizes the existence of the BIALI-STOCKER KUCHEN BAKERS BRANCH of Local 3, Bakery and Confectionery Workers International Union of America and agrees to notify said Branch whenever employees may be required to bake such kuchen in order that members of the Branch be given full opportunity to apply for and perform such work.

#### **ARTICLE XLI—GUARANTEE OF OPERATION**

Each Employer hereby guarantees to keep his bakery or bakeries in operation a minimum of forty-eight (48) full weeks per year, except that if the Employer does not operate his bakery or bakeries for the Passover week, then in that event as to such bakery and bakeries the minimum guarantee hereinabove specified shall be forty-seven (47) weeks instead of forty-eight (48) weeks. The provisions of this paragraph shall be suspended during such period when the Employer is unable to operate due to an act of God, fire, flood, strikes, or other acts or events beyond the Employer's control or other such force majeure. Any dispute arising under or in relation to this paragraph shall be submitted to arbitration as hereinbefore provided for. This paragraph shall not apply in the event the Employer closes down his bakery or bakeries permanently and/or in the event he bona fide sells his business.

#### **ARTICLE XLII—TRANSPORTATION EXPENSES**

In the event the Employer's shop is located outside the city limits of New York City, but within sixty (60) miles radius from Columbus Circle, the Employer agrees to provide transportation covering the distance between the Employer's shop and the New York City line nearest to the Employer's shop, both coming to and going from work, to all his employees who reside in New York City. In lieu of providing such transportation the Employer will reimburse such employees weekly for minimum transportation expenses incurred by them or minimum bus or train fares, whichever is lower.

## ARTICLE XLIII—SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, but, shall remain severably valid, binding and in full force and effect.

## ARTICLE XLIV—APPROVAL BY THE UNION

This Agreement is subject to the approval of the Executive Board of the Union and shall be accepted as binding on the part of the Union only when, pursuant to a vote of the Executive Board and a vote of ratification by the Union membership, signature of the President or Secretary is affixed thereto.

## ARTICLE XLV—SUCCESSOR CLAUSE

A. All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Union, its successors and assigns, and upon the Employer, its representatives, successors and assigns, including, but not limited to any purchaser of the Employer's bakery or business. The Employer agrees that prior to the sale of its bakery or business it will inform such purchaser of the existence of this Article and exhibit this Agreement to such purchaser.

B. In the event of a bona fide sale of the Employer's bakery or business all obligations of the Employer under this Agreement with respect to such bakery or business shall cease except for such obligations of the Employer under this Agreement which arose prior to the effective date of such sale. It is intended, however, by this paragraph "B" that such release is not extended to the purchaser of such bakery or business, nor shall the Employer be released from his obligations under paragraph "A" of this Article XLV to inform such purchaser of the existence of this Article and exhibit this Agreement to such purchaser.

## ARTICLE XLVI—DURATION OF CONTRACT

A. This Agreement shall be effective as of February 1, 1965 and shall expire on January 31, 1968.

B. During the sixty days preceding the expiration date, the Union and the Employer shall meet in order to commence negotiations for a succeeding contract.

C. If, for any reason whatsoever, negotiations are continued beyond the expiration date, then it is the understanding that this contract shall continue in full force and effect from day to day, until such time as a new contract shall have been agreed upon, or negotiations terminated by either party.

D. If a new contract is agreed upon, all of the terms and conditions thereof shall be retroactively effective to February 1, 1968. ,

IN WITNESS WHEREOF, the parties hereto  
have duly affixed their signatures this .....  
day of ..... 1965.

LOCAL NO. 3

BY: .....  
PRESIDENT or SECRETARY

EMPLOYER .....  
SIGNATURE

NAME OF BAKE SHOP .....

BY: .....

D/B/A .....

ADDRESS .....

PRINT NAME: .....  
TITLE

OFFICERS: .....  
TITLE

.....  
TITLE

HOME ADDRESS .....

OFFICER

TELEPHONE .....

Employer Accountant Firm:

Name .....

Address .....

Telephone No. ....

BAKERY & CONFECTIONERY WORKERS  
INTERNATIONAL UNION OF AMERICA  
LOCAL NO. 3  
STANDARD CONTRACT  
Signed January 31, 1965

with

Metropolitan Bakers Guild  
40 Wall St. N.Y.C. BO 9-8060  
Sam Rubin, *President*

Duvernoy & Sons, Inc.  
633 West 44th St. N.Y.C. PL 7-3200  
R. E. Duvernoy, *President*

Specialty Bakery Owners of America  
170 Broadway N.Y.C. BA 7-7754  
David Dubner, *Executive Director*

Associated Retail Bakers of  
Queens, Nassau, Suffolk and Affiliates  
24-01 23rd Ave. L.I.C. N.Y. RA 1-6363  
Joseph Heppt, *Secretary*  
John Benkert

Ebinger Baking Company  
2290 Bedford Ave. Bklyn. N.Y. BU 4-4000  
Arthur D. Ullrich, *Vice-President*

Specialty Bakers Local Wholesalers  
170 Broadway N.Y.C. BA 7-7754  
David Wisotsky, *Chairman Negotiating Committee*

Field's Baking Corp.  
520 West 48th St. N.Y.C. JU 2-3125  
Samuel Field, *President*

Gnome Bakers, Inc.  
320 East 65th St. N.Y.C. RE 7-5600  
Fredrick A. Dawn, *Vice-President*

Fink Baking Corp.  
5-35 54th Ave. L.I.C. N.Y. EX 2-8300  
Richard Fink, *President*

I. Wisotsky Bakeries, Inc.  
5814 Ft. Hamilton Pkway Bklyn. GE 6-1900  
David Wisotsky, *President*

Miller Bakeries Corp.  
Woodward Ave & Troutman St. Bklyn. EV 6-3880  
Richard Miller, *Secretary*

Manhattan Retail  
141 W. 72nd St. N.Y.C. OR 5-6774  
Rudolf J. Stern

Appolo Pastry Co.  
954 Flushing Ave. Bklyn. EV 6-3407

Broadway Pastry  
252 West 28th St. N.Y.C. PE 6-6538

California Pie Company  
339 Douglass St. Bklyn. TR 5-2136

Donut Stick Corp.  
1746 Lafayette Ave. Bx. TY 3-7222

Pechter Baking Company  
800 Pacific St. Bklyn. NE 8-6100

R. K. Baking Company  
130 Prince St. N.Y.C. WO 6-4200

Your Baking Company  
1141 Burnett Pl. Bx. KI 2-2900



## SCHEDULE A - 1965

The following shall be the minimum wage rates for a five (5) day, thirty-five (35) hour work week, seven (7) hour day, or a five (5) day, thirty-seven and one-half (37½) hour work week, seven and one-half (7½) hour day, as the case may be:

<i>Classification</i>	<i>Daily Rate Effective 2/1/65</i>	<i>Weekly Rate Effective 2/1/65</i>
1. Working Foreman	28.54	142.70
2. Head Mechanic	27.04	135.20
3. Make and Bake— Retail Shops	28.54	142.70
4. Asst. Working Foremen	26.50	132.50
5. Heavy Dough Mixers	25.98	129.90
6. FIRST HANDS Mixers, Ovenmen, Ingredient Scalers, all Yeast Raised Dough Scalers, Conditors, Fryers, Cookers, Rolling Machine Operators, Milk & Fondant Men, Divider & Integra Machine Operators, Retail Shop Finishers	25.48	127.40
7. Mechanic	23.94	119.70
8. SECOND HANDS Bench Hands, Wholesale Cake Shops Finishers	23.44	117.20
9. Helpers	21.40	107.00
10. Shipping & Packing Dept. Working Foremen	22.92	114.60
11. Porter Working Foremen	22.42	112.10
12. Asst. Shipping & Packing Department Foremen	21.90	109.50
13. Asst. Porter Working Foremen	21.40	107.00

14.	Flour Dumpers, Slicer Set-up Men, Shipping Clerks	21.40	107.00
15.	Mechanic's Helper	21.40	107.00
16.	Painter	21.40	107.00
17.	Order Fillers, Pan and Rotary Washing Machine Operators, Bag Writers, Slicers, Slicer Feeders	20.38	101.90
18.	Packing Machine Operators	19.86	99.30
19.	Oiler	19.36	96.80
20.	Packers, Wrappers	18.84	94.20
21.	Porters, Cleaners	18.34	91.70

## SCHEDULE A - 1966

The following shall be the minimum wage rates for a five (5) day, thirty-five (35) hour work week, seven (7) hour day, or a five (5) day, thirty-seven and one-half (37½) hour work week, seven and one-half (7½) hour day, as the case may be:

<i>Classification</i>	<i>Daily Rate Effective 7/1/66</i>	<i>Daily Rate Effective 7/1/66</i>
50 1. Working Foreman	29.04	145.20
100 2. Head Mechanic	28.04	140.20
3. Make and Bake— Retail Shops	29.04	145.20
4. Asst. Working Foremen	27.00	135.00
5. Heavy Dough Mixers	26.48	132.40
6. FIRST HANDS		
Mixers, Ovenmen, Ingredient Scalers, all Yeast Raised Dough Scalers, Conditors, Fryers, Cookers, Rolling Machine Operators, Milk & Fondant Men, Divider & Integra Machine Operators, Retail Shop Finishers	25.98	129.90
100 7. Mechanic	24.94	124.70
8. SECOND HANDS		
Bench Hands, Wholesale Cake Shops Finishers	23.94	119.70
9. Helpers	21.90	109.50
10. Shipping & Packing Dept. Working Foremen	23.42	117.10
11. Porter Working Foremen	22.92	114.60
12. Asst. Shipping & Packing Department Foremen	22.40	112.00
13. Asst. Porter Working Foremen	21.90	109.50

14.	Flour Dumpers, Slicer Set-up Men, Shipping Clerks	21.90	109.50
15.	Mechanic's Helper	21.90	109.50
16.	Painter	21.90	109.50
17.	Order Fillers, Pan and Rotary Washing Machine Operators, Bag Writers, Slicers, Slicer Feeders	20.88	104.40
18.	Packing Machine Operators	20.36	101.80
19.	Oiler	19.86	99.30
20.	Packers, Wrappers	19.34	96.70
21.	Porters, Cleaners	18.84	94.20

## SCHEDULE A - 1967

The following shall be the minimum wage rates for a five (5) day, thirty-five (35) hour work week, seven (7) hour day, or a five (5) day, thirty-seven and one-half (37½) hour work week, seven and one-half (7½) hour day, as the case may be:

<i>Classification</i>	<i>Daily Rate Effective 2/1/67</i>	<i>Weekly Rate Effective 2/1/67</i>
1. Working Foremen	29.79	148.95
2. Head Mechanic	29.29	146.45
3. Make and Bake— Retail Shops	29.79	148.95
4. Asst. Working Foremen	27.75	138.75
5. Heavy Dough Mixers	27.23	136.15
6. FIRST HANDS Mixer, Ovenmen, Ingredient Scalers, all Yeast Raised Dough Scalers, Conditors, Fryers, Cookers, Rolling Machine Operators, Milk & Fondant Men, Divider & Integra Machine Operators, Retail Shop Finishers	26.73	133.65
7. Mechanic	26.19	130.95
8. SECOND HANDS Bench Hands, Wholesale Cake Shops Finishers	24.69	123.45
9. Helpers	22.65	113.25
10. Shipping & Packing Dept. Working Foremen	24.17	120.85
11. Porter Working Foremen	23.67	118.35
12. Asst. Shipping & Packing Department Foremen	23.15	115.75
13. Asst. Porter Working Foremen	22.65	113.25

14.	Flour Dumpers, Slicer Set-up Men, Shipping Clerks	22.65	113.25
15.	Mechanic's Helper	22.65	113.25
16.	Painter	22.65	113.25
17.	Order Fillers, Pan and Rotary Washing Machine Operators, Bag Writers, Slicers, Slicer Feeders	21.63	108.15
18.	Packing Machine Operators	21.11	105.55
19.	Oiler	20.61	103.05
20.	Packers, Wrappers	20.09	100.45
21.	Porters, Cleaners	19.59	97.95

BAKERS UNION LOCAL 3  
1965  
CONTRACT POLICY  
NEGOTIATION COMMITTEE

**Executive Negotiation Committee**

Frank Dutto, *President*  
Harry Rubenstein, *Secretary-Treasurer*  
Adolf Wohst, *General Organizer*  
Oscar Shindler, *Labor Chief*  
Mac Sandroff, *Organizer*  
Joseph Tucker, *Business Agent*

**Administration Board**

John Blatch, *Vice President*  
George Alwang, *Labor Chief*  
Louis E. Covacich, *Office Manager*  
Ben Tiedeman, *Welfare & Pension Administrator*  
Alex Barnett, *Business Agent-Organizer*  
Frank Bauer, *Business Agent-Organizer*  
Frank Greinert, *Business Agent-Organizer*  
Adolph Grossman, *Business Agent-Organizer*  
John Hart, *Business Agent-Organizer*  
William Ibanez, *Business Agent-Organizer*  
Carl Karp, *Business Agent-Organizer*  
Louis Kupermintz, *Business Agent-Organizer*  
Philip Sidorofsky, *Business Agent-Organizer*  
Jack Straussman, *Business Agent-Organizer*  
Irwin J. Rosenthal, *Business Agent*  
(*Kuchen Bakers*)  
Louis Weintraub, *Recording Secretary*

**Executive Board Members**

Jerry Balich, *Bickford*  
Sol Bodenstein, *Craig's*  
James Boyle, *Duvernoy*  
William Brathuhn, *Turnpike*  
Ralph Fasano, *Dubrow's*  
Guy Ferrari, *Prusack's*  
David Friedman, *Field's*  
Pedro Garcia, *Fink*  
Mike Gnip, *K & O*

Harry Gordon, *R. K.*  
Ben Grgas, *Duvernoy*  
Bill Jones, *Stuhmer's*  
Max Kaplan, *Craig's*  
Samuel Karp, *Operative*  
Eric Kaseberg, *Ebinger*  
Joseph Lalomio, *Bohack*  
Narciso Martos, *Pechter*  
Julius Meyerowitz, *Ratchick*  
Harold Miller, *May's*  
Murray Miller, *Crown*  
Ernest Schenkman, *G & S*  
John Schrantz, *Bohack*  
Rudolf Schwartz, *Goodies*  
Aaron Silverman, *Shluker's*  
Joseph Solarchik, *Shluker's*  
Alice Uhre, *Larsen*  
John Visvader, *Fink*  
Julius Weinbaum, *Yellen's*  
Everett Wiltshire, *Ebinger*  
Fred Winkler, *Levy*  
Vincent Wisniewski, *Wisotsky*  
Lucille King, *Marathon*  
Ben Yarosh, *Stephen*  
Walter Kmet, *Reber*

#### **Contract Review Committee**

John Chavis, *Dainty Cookies*  
Walter Oliver, *Fink*  
Charles Shlisky, *Cake Masters*  
Harold Spivak, *Ebinger*

#### **Contract Policy Committee**

##### **Manhattan Retail Shops**

John Baron  
Paul Pericho  
Louis Soreil

##### **Brooklyn Retail Area**

Louis Greenberg  
Sol Kravitz  
Tony Lazzaro



### Queens Retail Area

Edward Banks, Jr.  
John Sandusky  
Walter Schuer  
Joseph Toth

### Long Island Retail Area

Hermann Bartnick  
James Dudek  
Thomas Maniscalco

### Bronx Retail Area

Sam Lipsman  
Natividad Perez  
Dave Schneider

### Westchester Retail Area

Philip Chaleff  
William Gehm  
Frank Lipinsky

### Wholesale Bread & Roll Shops

Sam Atlas, *K & O*  
Leo Becker, *Shluker's*  
William Bender, *Gnome*  
Sam Eskolsky, *Stuhmer's*  
Willie German, *Wilray*  
Samuel Grossman, *Gold Star*  
Saul Heit, *Pechter*  
Charles Iacano, *Levy*  
Julius Kleinman, *Yoss*  
Howard Langston, *Webster*  
Harry Meyers, *M & R*  
Michael Milillo, *Duvernoy*  
Saturnino Miranda, *Field's*  
Jeff Palmer, *Koster's*  
Louis Papp, *I. Wisotsky*  
Anthony Ramoska, *Bellman's*  
Harold Ratchick, *Diamond*  
Willy Reichenbach, *Munzenmaier*  
Arnold Rubin, *Duvernoy*  
David Seidman, *Operative*

Emiljan Smieszek, *Miller*  
Stanislaw Soucek, *Fink*

### Wholesale Cake Shops

Helmut Eckhoff, *Linden's*  
Joseph Fink, *Your*  
Samuel Hamilton, *Broadway Pastry*  
Douglas Hudson, *Appolo Pastry*  
Martin Jabin, *Larsen*  
James O. Williams, *Waldorf Pound*  
Ed Metzger, *Donut Stick*  
Michael Nivorsky, *Supreme Doughnut*  
Emil Skorevich, *R. K.*  
John A. White, *Reber*  
Gene Wolanin, *New Warsaw*  
Mary Zenk, *Dainty Cookies*  
Katon DePena, *Ebinger*  
Arthur DeVotti, *Ebinger*  
Rodrick McGarrigle, *Bickford's*  
Victor Miller, *Drake*  
John Steinmetz, *Bohack*

### Frankfurter Roll Shops

Anthony Farina, *Marathon*

### Spanish Type Shops

Angel DeJesus Cosme, *Golden Harvest*  
Manuel Muniz, *La Esperanza*  
Rodolfo Santana, *Popular*

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U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON 25, D. C.

Budget Bureau No. 44-8004.10  
Approval Expires March 31, 1957

Budget Bureau No. 44-8003.11  
Approval Expires March 31, 1962

Co  
SEP 4 - 1957

August 8, 1957

Specialty Bakery Owners of America, Inc.  
320 Broadway  
New York, New York

Dear Sir:

Thank you for sending us the current union agreement identified below.

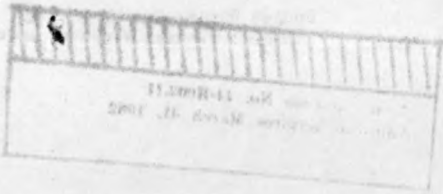
For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,

*Ewan Clague*  
Ewan Clague  
Commissioner of Labor Statistics

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Specialty Bakery Owners of America, Inc. New York, New York	Bakery and Confectionery Workers Int'l Union, Local #3	APPROXIMATELY 1500



U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C.

STANDARD FORM NO. 11-REVISION 11-1952

Form 11-1952

Specialty Bakery Owners of America, Inc.  
320 Broadway  
New York, New York

Date: \_\_\_\_\_

I have the honor to acknowledge the receipt of your letter of \_\_\_\_\_  
dated \_\_\_\_\_  
concerning \_\_\_\_\_  
In order to determine the number of employees covered  
by each agreement, please supply correct information in column (2)  
below and return this form in the enclosed envelope which requires  
no postage.

Your attention is directed \_\_\_\_\_

Very truly yours,

*Frank J. ...*  
Assistant Secretary

Number of employees actually covered by agreement (1)	Type of agreement (2)	Name of agreement (3)
	Specialty Bakery Owners of America, Inc. Workers Int'l Union, Local 3	New York, New York