

EMPLOYER-EMPLOYEE RELATIONS

AGREEMENT Concerning Wages, Hours and Conditions of
Employment and Bargaining in Respect Thereto
At the Plant of
Loose-Wiles Biscuit Company, Kansas City, Mo. - 1940

ARTICLE I - COLLECTIVE BARGAINING

The United Retail & Wholesale Employees of America, Local #184L, affiliated with the Congress of Industrial Organizations, will hereinafter be referred to as the Union, and the Loose-Wiles Biscuit Company will hereinafter be referred to as the Company.

The Company recognizes the Union as the sole collective bargaining agency for all employees working in the Kansas City Plant, including truck drivers, but excluding salesmen, office workers, full-time clerical workers, nurses, superintendents, foremen, and any other have the right to hire or discharge, or so recommend. During the term of this agreement the Company agrees not to foster, subsidize, aid or assist any union of any kind, and not to recognize any other union or bargaining agent unless legally compelled to do so.

ARTICLE II - COMPANY PROPERTY

The Union will at all times respect and protect the property of the Company.

ARTICLE III - EMPLOYMENT

The Company will not discriminate against any employee because of his union affiliation or because of union activities. The Union will not on company time solicit members, collect dues, or carry on any activities interfering with the employees performing their duties, or with the operation of the plant.

ARTICLE IV - SENIORITY

The Company recognizes the principle of seniority among its employees according to departments, but in the event of a general lay-off the Company agrees to recognize the principle of plant seniority.

In all cases of decrease of forces and for recall of men laid off, the following factors shall be considered:

- a. Knowledge, training, ability, skill and efficiency
- b. Physical fitness
- c. Length of continuous service.

Where factors under "a" and "b" are relatively equal, length of continuous service shall govern.

A list of all employees rated according to seniority shall, within

sixty (60) days after the execution of this agreement be prepared by the Company, and on the approval by the Union be attached hereto and made a part of this agreement, said list to be subject to future correction and revision by mutual agreement.

1. In case of layoffs, the Company shall lay off beginners, temporary employees, seasonal employees, and/or new employees, before putting into effect the seniority policy as stated above. Beginners, temporary employees, seasonal employees, and/or new employees, after having fulfilled three (3) months accumulated service with the Company, shall receive a seniority rating, and shall date their seniority from the time they were first employed;
 - a) Provided, however, that regular employees (as established by the printed seniority list attached hereto) shall at all times have prior seniority rights over temporary and seasonal employees, regardless of the date when said temporary and seasonal employees were first employed; and
 - b) Provided further that temporary and seasonal employees shall be reinstated and laid off according to their number of successive seasons, subject to the first paragraph of this section. In case of the same number of seasons, the starting date of employment shall determine the selection of the employee.
 - c) Seasonal workers shall have plant-side seniority only, until such time as they receive a regular job in a department, when they will receive departmental seniority.
2. Any employee who may enlist or be drafted into the armed forces of the United States government in time of war, or a state of emergency akin to war, shall be reemployed at the close of the war or state of emergency, without loss of seniority; provided that said employee shall receive an honorable discharge from the armed forces, and provided further that he shall be mentally and physically qualified for reemployment.
3. Any employee elected or appointed to participate as an officer or a delegate to any labor activity (such as conventions and meetings) necessitating a temporary leave of absence, not to exceed one month in any calendar year, shall be granted such leave of absence, and be returned to work at the end of such period with the same seniority as when the leave of absence was effective. Upon a request from the Union the Company may at its discretion grant a longer leave of absence or renew same from time to time.

ARTICLE V - VACATIONS

Employees who have worked one year or more for the Company regularly shall annually be entitled to one week's vacation with regular pay; likewise, employees who have so worked for five years or more shall annually be entitled to two weeks' vacation with regular pay.

In the event that an employee has previously qualified and received a vacation, thereafter, in any succeeding year, if he shall have worked nine months, he shall be entitled to the full vacation period with pay. If such employees fail to work a full nine months in such vacation year, however, they shall be entitled to a vacation proportionate to the number of months which they have worked in a given vacation year. Vacation years shall run from September 1st.

It is further understood that in taking such vacation each employee must actually be absent from work in the plant during the entire vacation period.

ARTICLE VI - TRANSFER OF EMPLOYEES

The Company shall have the right to transfer employees from one department to another and from one job to another at the rate of pay that the job to which the employee is transferred calls for; provided that no employee shall be transferred from one department to another without his consent, if said employee would have a lesser wage than that which he or she received in the department from which he or she was transferred. All transfers will be made according to seniority. All transfers shall be temporary and shall take junior positions in the department to which they are transferred. Two calendar weeks shall be considered a temporary layoff.

ARTICLE VII - STEWARD SYSTEM

The Company recognizes the steward system of the Union as set up by the Union; it being understood the Union will notify the Company of any changes made in such system.

ARTICLE VIII - GRIEVANCES

Any employee or group of employees who consider that they have a grievance shall make an earnest effort to settle the same immediately in the following manner:

- a) The aggrieved employee, together with his department steward, shall first take up the matter with the foreman.
- b) If the matter is not adjusted satisfactorily, it shall then be taken up by the chief shop steward with the superintendent.
- c) If the matter still is not satisfactorily settled, the matter shall then be taken up by the Grievance Committee with the superintendent.

The Grievance Committee shall consist of from five to seven members of the Union representing the various departments at the plant.

- d) In the event that the matter cannot be satisfactorily settled with the superintendent, the Grievance Committee shall then take the matter up with the manager of the plant.

All decisions made hereunder by the superintendent shall be made

within twelve hours, if possible, after being presented, and in any event within twenty-four hours following receipt of any written grievance. The decision by the manager shall be made within twelve hours if the Union insists upon this time, otherwise twenty-four hours, except matters affecting company policy which the manager has no power to decide, in which case the decision shall be made by the company officials within five days.

All decisions reached by the Grievance Committee and the Company shall be binding upon all employees and upon the Company, except where such decisions conflict with the constitution of the Union.

All grievances which are presented by the Grievance Committee to the superintendent or to the manager, and all answers thereto, shall be in writing.

The Company agrees that members of the Grievance Committee shall not suffer any loss of wages while attending meetings of the Grievance Committee, provided they are scheduled to work at such time; and further that any such time shall not be deducted against any right to overtime which they may have in accordance with the provisions herein regarding overtime, or the provisions of the Fair Labor Standards Act of 1938. All employees who are called before the Grievance Committee as witnesses by the Company or by the Union with the consent of the Company shall not suffer any loss of wages for time lost as such witnesses, provided they are scheduled to work at such time.

ARTICLE IX - NO STRIKES OR LOCKOUTS

During the life of this agreement, there shall be no lockouts by the Company, or strikes, sit-downs, sympathetic strikes, walk-outs or any other activities on the part of the Union which will interfere with the continued normal operation of the Company's business, save in the event of a clear breach of this agreement. However, it shall not be deemed a violation of this agreement for any employee to refuse to deliver merchandise for the Company, if in order to make such delivery he would be required to go through a picket line, and said picket line is established because of union labor difficulties originating withing the company of any employer.

If for any unforeseen reason there should be a strike, or in the event of a shutdown by the Company, for reasons beyond its control, all employees of the Company whose work is required for the maintenance of the plant, shall be permitted to faithfully perform their services without interference from the Union or any of its members.

ARTICLE X - ARBITRATION

During the life of this agreement, it is mutually understood and agreed that if at any time there arises any dispute or misunderstanding under the terms of this agreement, or as to the application or interpretation thereof, and said dispute or misunderstanding cannot be adjusted or settled by the parties hereto as herein provided after a full and complete consideration and attempt thereto, then such matter shall, on the written request of either party, be submitted to arbitration.

It is hereby mutually understood and agreed that Honorable _____, Judge of the _____ Court, Kansas City, Missouri, shall be the arbitrator hereunder, but in the event that said Judge should for any reason be unable or unwilling to serve as such arbitrator, then each of the parties hereto shall nominate one or more persons for such arbitrator, and shall mutually agree upon the person to act as such arbitrator within five (5) days.

The arbitrator must commence his hearings at a time mutually agreed upon by the Union and the Company, but in any event not later than ten days after he has been selected. It is further understood that such hearings shall be conducted as expeditiously as possible, and the decision of the arbitrator must be rendered within five days after such hearings have been completed.

The decision of such arbitrator shall be binding upon both the Company and the Union.

In the event that either party fails to nominate a person or persons as an arbitrator within five days after the request for arbitration, such party shall be deemed to be in default, and the matter shall be deemed to be decided against the party so defaulting.

The necessary expenses of such arbitration shall be shared equally between the Company and the Union.

ARTICLE XI - DISCHARGE CASES

In the event a member of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided that under the rules of this agreement an injustice has been dealt the employee with regard to the discharge, the Company shall reinstate such employee immediately and pay full compensation at the employee's regular rate for the time lost.

ARTICLE XII - WAGES

A schedule of working hours for various operations through the plant is as follows:

All production employees, regardless of department - 8 hours per day	40 Hours Per Week
Order clerks and others in shipping and receiving department, not including chauffeurs, truck drivers, etc.- 8 hours per day	40 Hours Per Week
Night shipping department	40 Hours Per Week
Chauffeurs and truck drivers, including trailers operator - 9 3/5 hours per day	48 Hours Per Week
Maintenance men, including machinists, painters, carpenters, plumbers, pipe fitters, porters, etc. - 8 hours per day	40 Hours Per Week

Engineers, Firemen, and oilers, together
with their help - 8 hours per day 40 H ours Per Week

Starting wage for men - $42\frac{1}{2}\text{¢}$ per hour; after six (6) months, $47\frac{1}{2}\text{¢}$
per hour; after one (1) year, $52\frac{1}{2}\text{¢}$ per hour.

Starting wage for women - 35¢ per hour; after one (1) year, 40¢ per
hour.

Starting wage applies, unless an employee qualifies for a job which
carries a higher job rate.

The Company will pay time and one-half for overtime for over eight
(8) hours unless department otherwise agrees in this agreement, pro-
vided that an employee shall not be paid the overtime rate for less
than fifteen minutes overtime at any one time.

All overtime performed on legal holidays and Sundays shall be paid
for at time and one-half ($1\frac{1}{2}$), except for those departments having
regular Sunday and holiday shifts. Legal holidays shall be New Years
Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day,
and Christmas Day, except for departments which regularly have Sun-
day and holiday shifts, such as the Power Department, watchmen,
sponge mixers, and night shipping department.

Any employee called to work, although there is no work for him or
her, shall receive at least four hour's pay, except in the case of
an emergency over which the Company has no control and which occurs
between closing time of one day and opening time on the following
day, and which prevents the plant or department from operating on
that day.

ARTICLE XIII - RELIEF

All men and women working on machinery shall be entitled to certain
relief time, and if at any time proof satisfactory to the management
is shown that additional relief is needed for machine workers in any
department, the Company shall provide such relief.

ARTICLE XIV - MANAGEMENT

The management of the plant and the direction of the working forces,
including the right to hire, suspend or discharge for proper cause,
or transfer, and the right to relieve employees from duty because
of lack of work or for other legitimate reasons, is vested exclusive-
ly in the Company; provided, however, that this authority will not
be used for the purpose of discrimination against any employee by
reason of his membership in the Union; and provided, however, that this
authority shall be subject to the foregoing provisions of this agreement.

ARTICLE XV - LEGISLATION

It is mutually agreed that the parties hereto will co-operate with
each other in securing mutually beneficial legislation to further
the buscuit industry, both state and national, and equitable taxation.

ARTICLE XVI - RULES AND REGULATIONS

The Union agrees that its members will abide by the Company "House
Regulations" which were officially posted on the Company bulletin

boards on or about July 10, 1939, and such other reasonable rules and regulations as may be adopted hereafter by the Company for the safety, sanitation, and general welfare of the employees, and for the successful operation of the plant; provided that such rules and regulations do not conflict with the terms of this agreement; and provided further that all benefits and privileges now being enjoyed by the employees shall not be abridged or terminated during the life of this agreement by any rules and regulations which are now or may be adopted by the Company during the term hereof.

ARTICLE XVII - BREACH OF AGREEMENT

It is further mutually agreed that if any employee or group of employees take concerted action in conflict with the provisions of this agreement, it shall be the duty of the Union immediately to disavow such action and to cooperate fully with the Company in maintaining production without interruption.

ARTICLE XVIII - TERMINATION

This agreement shall remain in full force and effect for a period of one year, starting February 1, 1940, and ending December 31, 1940; and shall continue from year to year thereafter, unless either party hereto notifies the other party at least thirty (30) days prior to the end of any year in writing of its desire to terminate the agreement.

During the life of this agreement, any changes of this agreement shall require the mutual consent of the Company and the Union.

Accepted:

LOOSE-WILES BISCUIT COMPANY

United Retail & Wholesale
Employees, Local #184L (affiliated with the C.I.O.)

By _____
Manager.

President, Local #184L

SECOND REQUEST

Retail Employees #184
Kansas City, Mo.
12-31-40

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

March 16, 1940

Mr. H. H. Cupp, Secty.
L. I. U. #184
3908 E. 60th Terrace
Kansas City, Mo.

My dear Mr. Cupp:

We have in our files a copy of your agreement with Loose-
Wiles Co., which recently expired.

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

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

Very truly yours,

Isador Lubin

Isador Lubin
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Loose Wiles Biscuit Co. K.C. Mo.
(If more than one employer, please list on reverse side)

Number of companies covered by agreement 1

Number of union members working under terms of agreement 652

Number of non-members working under terms of agreement 0

Branches of trade covered Bakery and Confectionery

Date of expiration Dec 31 1940

Please check here if you wish the agreement --

Returned _____ Kept confidential _____

If you cannot send a copy of your new agreement, please note (on the
reverse side of this letter) any changes from your previous agreement. (8227)