

FLU - 18423
Sales Ohio
December - 1939

AGREEMENT BETWEEN WHOLESALE GROCERY EMPLOYEES' UNION NO. 18423
AND THE FIRM OF THE BARTLEY COMPANY, OF TOLEDO, OHIO.

WHEREAS: The parties hereto desire to establish an instrument for the regulation of terms and conditions under which the employees shall work for the employer during the term of this agreement, and desire to promote the mutual relations between the parties hereto with a view to securing harmonious cooperation between them.

Now, THEREFORE, This agreement entered into this June 1st 1939, by and between the above named firm or Company, hereinafter called the "Employer", and the Wholesale Grocery Employees' Union No. 18423, of Toledo, Ohio, affiliated with the American Federation of Labor, hereinafter called the "Union", through their authorized agents, shall be in effect for six (6) months from date and thereafter until a new agreement has been signed.

Witnesseth: That in consideration of the mutual performance in good faith by both parties to this agreement, individually and collectively, the said parties do hereby agree to and with each other as follows:

ARTICLE I

The Union is herewith recognized as the sole collective bargaining agency of those employes of the Company who are eligible for Union membership, with the exception of the sales force, office force and watchmen who are not included under the terms of this agreement.

On and after June 1, 1939, the Employer agrees to retain in employment only members of said Union in good standing, and all new employes shall be required to become members of said Union within thirty (30) days after employment. The Union shall be the sole judge of the standing of its membership.

ARTICLE II

No member shall be discharged except for good and sufficient reason. Reasons for discharge shall be: Refusal to work when able, neglect of duty, dishonesty, inefficiency, or drinking during working hours.

ARTICLE III

No member shall be discriminated against for serving on committees in the interest of the organization when time required is taken other than during working hours.

When an employee is laid off for a temporary reason, the oldest employee holding the position shall be given preference. In event that work becomes necessary and it becomes necessary to reduce the force, the employee laid off shall be the first laid off. When rehiring employees shall be hired in the order they were laid off, provided that in all above cases the efficiency and ability of the employee or employees in question is in the opinion of the management and Union committee equal to that of other available employees.



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ARTICLE V

Committees of the Union consisting of members in the employ of employer, may at all times feel free to talk to and bring up any questions with the management regarding this Agreement or grievances which may arise.

ARTICLE VI

The regular hours of labor shall be forty-four (44) hours per week for all employees, to be worked eight (8) hours per day for five (5) days, and four (4) hours on Saturday.

Should any change in hours less than the number of hours in this agreement be made by law, the hours so established shall prevail.

ARTICLE VII

When it becomes necessary for employees to work overtime, they shall be paid time and one-half ($1\frac{1}{2}$), except at inventory times, and shall not be laid off during regular working hours to equalize this overtime. Overtime shall mean any work performed in addition to the regular daily hours of work, as specified in Article VI of this agreement. Overtime to be paid at the end of each week.

ARTICLE VIII

The following days are agreed as Holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. No work shall be performed on these days, but all employees shall receive a full days pay for each of said Holidays.

ARTICLE IX


Employees with one (1) years' service or more, shall receive one (1) week's vacation with one (1) weeks pay.

ARTICLE X

Any new person who may be hired, shall be classed as an apprentice. After six (6) months' employment such employee shall be paid at an increased rate of one-half ($\frac{1}{2}$) the difference between the starting salary and the rates specified in this agreement. After twelve (12) months' employment he shall be paid at the rate specified in this agreement.

ARTICLE XI

Truck Drivers shall not be responsible for unavoidable damage done to the trucks they have merchandise on, or the merchandise under their charge, except when they are found to have been negligent in the ordinary care normally taken by such employees.



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ARTICLE XII

At no time shall employe's lift excessive weights such as barrelled sugar, vinegar, salt, or other articles of similar weight, but each employee shall obtain sufficient help of other employes to handle such articles, or any other articles the lifting of which would be detrimental to employe's health.

ARTICLE XIII

The wage scale to be paid by the Employer to members employed in the warehouse, shipping and delivery departments shall be as follows:

Truck drivers	\$ <u>28.00</u> per week
Shipping Clerks	\$ <u>28.00</u> per week
All other shipping Department and warehouse workers	\$ <u>25.00</u> per week

ARTICLE XIV

During the life of this agreement, no strikes shall be called or sanctioned by the Union, and no lockout shall be entered into by the Employer in regard to any dispute. All such disputes shall first be submitted for arbitration. The Board of Arbitration, of equal number representing the Employer and the Union, and they shall select a neutral chairman. The decision of this Board shall be final and binding upon both parties hereto.

ARTICLE XV

The Employer agrees to not enter into any individual agreement with any of the Union members in derogation of this Agreement.



ARTICLE XVI

Should any section of this agreement be ruled or decided illegal through Court or any other action, the remaining sections shall be held operative and binding upon the parties hereto.

Agreed to and properly signed this 1st day of June, 1939.

FOR THE UNION:
(Signed)

FOR THE EMPLOYER:
(Signed)