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# AGREEMENT

Between

**RETAIL BAKERIES**

And

**BAKERY AND CONFECTIONERY  
WORKERS INTERNATIONAL UNION  
OF AMERICA, LOCAL NO. 2**



May 9, 1965

to

May 11, 1968

II-X-5/68

**UNION OFFICE BUSINESS HOURS**  
9:00 a.m. to 5:00 p.m., Mon. thru Fri.

2503 N. Kedzie Blvd.

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# Retail Agreement

THIS AGREEMENT entered into on this 14th day of June, 1965, by and between THE RETAIL BAKERS MASTER CONTRACT GROUP, for and on behalf of the undersigned employers (the list of which is attached and made part of this Agreement, and other individual retail shop operators under the jurisdiction of Local No. 2, whose names may not appear on the said list, but who sign an agreement whose terms are identical to this Agreement), each of which is hereinafter referred to as the 'EMPLOYER', and LOCAL NO. 2 of the BAKERY AND CONFECTIONERY WORKERS' INTERNATIONAL UNION OF AMERICA, hereinafter referred to as the "UNION".

The Master Contract Group and the Union hereby agree that:

## ARTICLE I

### Union Security

**Section 1.** All present employees covered by this Agreement who are members of the Union at the date of the execution of this Agreement shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union shall on the thirty-first (31st) day following the date of the execution of this Agreement become and remain members in good standing as a condition of their employment. All employees who are hired hereafter shall on the thirty-first (31st) day following the beginning of their employment become and remain members in good standing of the Union as a condition of their employment. Thereafter it shall be a condition of continued employment that the said employees remain in good standing in the Union.

**Section 2.** The Union agrees to accept new applicants who meet all the requirements of the constitution of the Bakery and Confectionery Workers' International Union of America.

**Section 3.** The Union may maintain an employment office for the purpose of supplying employees to the Employer, and the Employer may call upon the Union for employees. There shall be no discrimination because of membership or non-membership in the Union.

**Section 4.** The Employer agrees that on the same day monthly, he will submit to the Union a list of new employees hired.

**Section 5.** In the event it is decided by law that the Retail Bakers Master Contract Group does not come under the Labor Management Relations Act of 1947, or in the event the said Labor Management Act is amended in any manner material to these provisions, upon the request of the undersigned Employers or the Union, the parties will meet to negotiate concerning possible modification of Section 1, Section 2, and Section 3 of this Article. It is further agreed that if either or both of the two events described herein-above should occur, upon request of the undersigned Employers or the Union, the Parties will meet to negotiate concerning the following provisions proposed by the Union: (a) the right of members of the Union to refuse to work for an Employer having a bargaining agreement with another Union operating in the baking industry which Union is on strike against or has been locked out by said Employer, and (b) the right of members of the Union to refuse to bake for any of the undersigned Employers against whom the Union is on strike or by whom the Union has been locked out.

## **Article II**

### **Employment of Apprentices on Pro Rata Basis**

**Section 1.** The Employer agrees to employ only one (1) Apprentice on each separate shift, and not more, in any shop except on the following pro rata basis:

When employing one (1) Journeyman baker, on bread or cake, then it shall be allowed to employ one (1) Apprentice only; when employing one (1) Journeyman baker on bread and one (1) Journeyman baker on cake, then it shall be allowed to employ one (1) Apprentice on each separate shift. This same ruling shall prevail in any shop employing less than a total of eight (8) Journeymen Bakers. When employing from eight (8) to fifteen (15) Journeymen Bakers, a total of three (3) Apprentices may be employed, but only one (1) on each separate shift. When employing from fifteen (15) to twenty-five (25) Journeymen Bakers, a total of four (4) Apprentices may be employed, but only one (1) Apprentice on each separate shift. When employing from twenty-five

# TABLE OF CONTENTS

	Page
ARTICLE I — UNION SECURITY .....	1
Section 1. Condition of continued employment.....	1
ARTICLE II — APPRENTICES .....	2
ARTICLE III — MISCELLANEOUS BAKERY WORKERS.....	3
Section 1 & 2. Work assignments .....	3
Section 3. Pay of higher classification.....	4
Section 4. Seniority rights toward promotion.....	4
Section 5. Definitions, classifications & work assignments	4
ARTICLE IV — WAGES, HOURS & CONDITIONS.....	5
Section 1. Work week .....	5
Section 2. Hours & weekly guarantee.....	5
Section 2. Holidays .....	6
Section 2. Overtime .....	6
Section 3. Distribution of overtime.....	6
Section 4. Night premium pay.....	6
Section 5. Starting time .....	6
Section 6. Days off .....	7
Section 7. Pay day .....	7
Section 8. Jurisdiction of work.....	7
Section 9. Sick leave .....	7
Section 9(a). Pregnancy leave .....	7
Section 9(b). Injury at work.....	7
Section 10. Lunch period .....	8
Section 10. Rest period .....	8
Section 11. Steady part-time employees.....	8
Section 12. Wage rates .....	9
Section 12(a). Working foreman .....	10
Section 13(a) & (c). Employer insurance contributions..	10
Section 13(b). Insurance administration .....	10

## TABLE OF CONTENTS—(Cont.)

	Page
ARTICLE V — NATIONAL PENSION FUND.....	11
ARTICLE VI — MANAGEMENT RIGHTS & SENIORITY.....	14
Section 1. Management rights .....	14
Section 2. Mechanization .....	14
Section 3. Discharge .....	14
Section 4 & 6. Layoffs .....	15
Section 5. Union leave of absence.....	15
ARTICLE VII — FUNERAL LEAVE .....	16
Section 5. Jury duty pay.....	16
ARTICLE VIII — TIME CLOCKS .....	16
ARTICLE IX — VACATION RULES .....	17
ARTICLE X — LABELS .....	19
ARTICLE XI — SANITATION .....	20
ARTICLE XII — SHOP CONTROL .....	20
ARTICLE XIII — RE-OPENING AGREEMENT .....	20
ARTICLE XIV — GRIEVANCES .....	21
ARTICLE XV — SAFETY & ACCIDENT PREVENTION.....	21
ARTICLE XVI — EXPIRATION OF AGREEMENT.....	21

(25) to thirty-five (35) Journeymen Bakers, a total of five (5) Apprentices may be employed, but not more than one (1) Apprentice on each separate shift. When employing more than thirty-five (35) Journeymen Bakers, a total of six (6) Apprentices may be employed but not more than one (1) Apprentice on each shift.

**Section 2.** The Employer agrees not to employ any Apprentice as beginner over the age of twenty (20) years, and not to work any Apprentice longer hours than the Journeyman Bakers.

### **ARTICLE III**

#### **Covering Miscellaneous Bakery Workers; Their Classification and Work Assignments**

**Section 1.** All workers (other than Journeymen Bakers, Apprentices and Jobbers) employed by the Employer throughout the bake shop, or any part thereof, in the performance of any work connected with or incidental to handling or shifting of any and all kinds of material used in processing of any and all bakery, confectionery or kindred products; or handling, packing or shifting such products; cleaning, washing or otherwise preparing utensils, tools or any other equipment incidental to bake shop operations; cleaning the bake shop or any part thereof; and maintaining and repairing any and all equipment etc., shall be known as "MISCELLANEOUS BAKERY WORKERS."

**Section 2.** It is definitely understood that no Miscellaneous Bakery Worker can handle in any way, shape or form, live doughs of any kind, or participate in any way in mixing, scaling or otherwise handling of any dough or batter of any kind during any and all processes from point of mixing to point of made up products until set on pans, trays or molds; or handling of any made up products of any kind at the oven until such products are stacked from the oven; unless such Miscellaneous Bakery Workers are paid Journeymen Bakers' wages for the day or days during which time such workers participate partly or wholly in any such work as is not assigned to them herein. It is further understood that the Miscellaneous Bakery Workers will perform only such work as assigned to them under the herein described assignments and classification.

**Section 3.** It is further understood that whenever a Miscellaneous Bakery Worker of a lower classification performs work as assigned to a higher classification during any one day or any part thereof the higher Miscellaneous Bakery Worker scale of wages will become effective during that day.

**Section 4.** It is further understood that whenever a vacancy occurs in a higher classification of a Miscellaneous Bakery Worker, job preference in filling the vacancy will be given to an employee in the next following lower Miscellaneous Worker classification over that of a new employee and that in such cases seniority rights will be respected on the basis of ability to be determined between the Employer and the shop steward with approval by the Union. However, in filling the vacancy of a Handy Man, seniority shall only apply to general bake shop cleaner.

**Section 5.** It may be permissible to change a Miscellaneous Bakery Worker to an Apprentice position providing it is done strictly in accordance with all the requirements in Article 2.

### **Definitions, Classifications and Work Assignments**

Handy Man means a worker who in addition to general bake shop cleaning work performs general repair work around a bakery, including the servicing of machinery.

Cake Icer means a worker who ices various baked cakes. He may also perform work assigned to a lower classification.

General Bake Shop Helper means a worker who washes and tops all kinds of made up sweet rolls, biscuits, coffee cakes and cookies; fills various kinds of baked cakes, cookies, cream puffs, eclairs, bismarks, cream rolls, and tarts; ices cookies, cream puffs, eclairs, bismarks, doughnuts, fried cakes, sweet rolls, biscuits, coffee cakes and cream rolls; lays fruit or berries on made up open face round or square fruit cakes, short cakes, and cookies; garnishes made up pound fruit cakes. He may also perform work assigned to a lower classification.

General Bake Shop Cleaner and Pan Greaser means a worker who performs all kinds of general bake shop cleaning up in and around a bakery and shifts around all kinds of completely finished bakery products to the assigned



places and who cleans and washes pans and pots, greases pans and is otherwise preparing said equipment for ready use. He may handle, pack and shift around completely finished bakery products to their assigned places. He may be used to assist in all light general bake shop cleaning, etc.

In the classification of Cake Icers and General Bake Shop Helpers, (C) means beginners up to six months experience; (B) means from six to twelve months experience; (A) means one year experience or more.

Miscellaneous employees shall not be considered regular employees until after they have worked ninety (90) days from their hiring date. During that period they may be laid off or discharged without recourse to the grievance procedure. After completing this probationary period they shall be regular employees and their seniority shall date from the date of their last hire.

Effective May 9, 1965, Miscellaneous employees shall advance in classification upon expiration of the time limits of each classification; provided, however, that miscellaneous employees on the payroll of an employer as of May 8, 1965, and who were not on said date in the appropriate classification in accordance with their experience shall advance to the next classification six months after said date and advance again six months thereafter if the miscellaneous classification schedule so requires.

## ARTICLE IV

### Covering Wages, Working Hours and Working Conditions

**Section 1.** Eight (8) hours shall constitute a normal work day. Forty (40) hours shall constitute a normal week's work. The forty (40) hours are to be worked in five (5) days, provided that no two (2) days off need be consecutive but should be arranged in such a manner as to be fair to the employee and consistent with good bakery practice.

**Section 2.** A minimum of seven (7) hours of work shall be guaranteed to all employees who are requested to and who report for work in any one (1) day. The Employer guarantees his steady employed worker a full weekly pay (forty hours) in any one week including the six legal holiday weeks. During said six legal holiday weeks, however, the

worker is to work only four (eight hour) days (totaling thirty-two hours) for which he or she is to get a pay equal to forty (40) hours work. Any work over eight (8) hours, in any one day, is to be paid at the rate of time and one-half. Time and one-half is to be paid for all work over thirty-two hours during the six (6) legal holiday weeks in addition to the said forty (40) hours pay. Time and one-half is to be paid for hours worked on a legal holiday. Time and one-half is to be paid for hours worked on the fifth day worked during a legal holiday week, and on the sixth day in any normal week and any number of days worked consecutively thereafter without having a day off. Time and one-half is to be paid for all work over forty hours during any one normal week. All weeks are considered normal weeks, excepting on the six (6) following legal holiday weeks: New Year's Day week, Decoration Day week, Thanksgiving Day week, Independence Day week, Labor Day week, and Christmas Day week. When the day celebrating the victory of World War II is declared a legal holiday, like the six (6) legal holidays listed above, the week in which it falls will be added to the holiday weeks listed above. It is, however, understood that the full weekly pay guarantee is to be effective only when the worker is required to, and does, report for work four (4) days during a legal holiday week, or five (5) days during a normal week, unless the worker is notified by the Employer by the end of the shift on which he or she is working that his or her services are not required the following day. Overtime shall not be paid on overtime.

**Section 3.** Available overtime hours shall be divided as equally as practicable among the employees on each job classification. Work after the eighth hour on the sixth day in any normal week shall be voluntary. Employers giving employees days off on Saturday, Sunday or Monday shall do so in such a manner that each employee receives an equal opportunity within his classification to receive such days off.

**Section 4.** All work performed between the hours of 6:00 P.M. and 6:00 A.M. is to be considered night work and is to be paid extra and above the regular hourly rates at the rate of fifteen (15) cents per hour.

**Section 5.** The hours of starting time shall not be changed

unnecessarily in the course of one week. For the purpose of this Section only the scheduled starting time of an employee for the first day of a calendar week on which he is scheduled to work shall be considered his regular starting time. In the event an employee is required by his Employer to start work more than four hours earlier than his regular starting time or more than four hours later than his regular starting time, then he shall be paid time and one-half for as many hours as his change from the regular starting time exceeds four hours. For example, if his regular starting time is 4:00 P.M., and he is required to start at 9:00 P.M., then he should receive one hour at time and one-half. Time and one-half shall be paid only if said change in starting time is effective after the week or new shift for the week has already begun. This Section shall not apply in any week in which a holiday falls on a Tuesday.

**Section 6.** All employees coming under this Agreement shall have their regular day off on Sunday except in restaurant shops and in shops producing on Sunday for Monday sale.

**Section 7.** All employees are to be paid regularly every week, either on Friday or Saturday, and under no circumstances shall the pay be postponed later than the following Tuesday.

**Section 8.** Work of all character and nature in the production and finishing of all bakery products must be performed by employees coming under this Agreement.

**Section 9.** The Employer agrees to hold open the job of any employee covered by this Agreement in case of sickness for a period of ninety (90) days.

**Section 9(a).** A leave of absence not to exceed nine (9) months will be granted in pregnancy cases without loss of seniority, however, the time off for this leave of absence will not accumulate credit toward vacation benefit.

**Section 9(b).** When an employee is recognizably injured on the job and is required to leave the plant to secure medical attention from a Doctor or a Nurse, the employee shall not suffer any loss of pay for that day, providing he is directed not to return to work that day by the Doctor or the Nurse.

**Section 10.** Every worker coming under this Agreement is to be given, on his or her own time, a lunch period of not less than thirty (30) minutes. This lunch period is to be arranged not earlier than at the completion of three (3) hours of a day's work, nor later than at the completion of four (4) hours of a day's work. Each Employer, employing 100 employees or more, in order to provide for the personal needs of the employees, shall give a ten minute rest period before lunch and a ten minute rest period after lunch, subject to rules to be established by the Employer.

**Section 11.** "Steady part-time employees" covered under this Agreement shall mean an employee who is hired with the understanding that he is to work steady 21 hours or more and less than 33 hours per week or is required to report for work three days or more per week (even though he may actually work less than 21 hours in any week) and who, upon request to the Union by the Employer, has been designated in writing to the Employer as a "steady part-time employee" by the Union's Executive Committee. Designation by the Union's Executive Committee shall not be withheld or granted because of membership or non-membership in the Union. It is understood that an employee so classified as a "steady part-time employee" shall receive holiday and vacation benefits equal to one-half the holiday and vacation benefits he would receive if he were a full-time steady employed worker and shall receive such group insurance benefits as are provided under the terms of the Insurance Trust Fund for such steady part-time employees. A "steady part-time employee" regularly working 33 hours or more per week shall be considered a full-time steady employed worker only in determining the holiday, vacation and group insurance benefits he shall receive and in determining the amount of the insurance contribution his Employer shall make for him.

**Section 12.** Effective on and after May 9, 4:00 P.M., 1965, the minimum rates of wages for Journeymen Bakers, Apprentices, Jobbers and Miscellaneous Bakery Workers shall be as set forth below:

	From 4 P.M. 5/9/65 to 4 P.M. 5/7/66	From 4 P.M. 5/8/66 to 4 P.M. 5/6/67	From 4 P.M. 5/7/67 to 4 P.M. 5/11/68
First Hands such as:			
Spongers .....	\$3.00	\$3.08	\$3.16
Mixers .....	3.00	3.08	3.16
Oven Hands .....	3.00	3.08	3.16
Cake Decorators .....	3.00	3.08	3.16
Second Hands such as:			
Bench Hands .....	2.90	2.98	3.06
Ingredient Men .....	2.90	2.98	3.06
Scaling Machine Operators .....	2.90	2.98	3.06
Divider and Moulder Operators .....	2.90	2.98	3.06
Fried Cake Fryers.....	2.90	2.98	3.06
Apprentices			
up to twelve months experience .....	\$2.16	\$2.24	\$2.32
from one to two years experience .....	2.35	2.43	2.51
from two to three years experience ...	2.48	2.56	2.64
Handy Man (A) .....	2.38	2.46	2.54
Handy Man (B) .....	2.32	2.40	2.48
Icers (A) .....	2.38	2.46	2.54
Icers (B) .....	2.28	2.36	2.44
Icers (C) .....	2.16	2.24	2.32
General Bake Shop			
Helper (A) .....	2.28	2.36	2.44
General Bake Shop			
Helper (B) .....	2.17	2.25	2.33
General Bake Shop			
Helper (C) .....	2.05	2.13	2.21
General Bake Shop			
Cleaner & Pan Greaser —6 month rate .....	2.00	2.08	2.16

General Bake Shop			
Cleaner & Pan Greaser			
—Hiring rate .....	1.90	1.98	2.06

**Jobbers:**

	Per Day	Per Day	Per Day
Eight hours .....	\$24.39	\$25.03	\$25.67

Provided further that General Bake Shop Cleaners and Pan Greasers (C) (under the Agreement between the Master Contract Group and the Union dated June 8, 1963, hereinafter called the "1963 Agreement") who as of May 8, 1965, had worked six months or more for an Employer, effective as of May 9, 1965, shall be increased to \$2.05, and said rate shall be considered a red circle rate for said employees. General Bake Shop Cleaners and Pan Greasers (A) and (B) under the 1963 Agreement, effective as of May 9, 1965, 4 P.M., shall receive an increase of ten cents (\$.10) per hour, and their new rates shall be considered as red circle rates for said employees. All General Bake Shop Cleaners and Pan Greasers rates above \$2.00 per hour shall be considered red circle rates. **Effective** 4 P.M., May 8, 1966, and 4 P.M., May 7, 1967, respectively, General Bake Shop Cleaners and Pan Greasers shall receive an increase of eight (\$.08) per hour, or the minimum rate for said classification, whichever is higher, and their new rates, if higher than the minimum rate for said classification, shall be considered as a red circle rate for said employees.

**Section 12(a).** In the event an Employer determines that there shall be a working Foreman, the employee he so designates shall receive at least ten (10) cents per hour above the rate for the highest paid employee under his direction.

**Section 13(a).** The Employer shall contribute to the Bakery & Confectionery Workers' Local Union No. 2 Insurance Trust Fund, herein called the Insurance Trust Fund, the sum of \$16.50 monthly for each full-time steady employee and the sum of \$9.00 monthly for each steady part-time employee coming under this Agreement for group insurance benefits to which the employee may be entitled under the terms of the Insurance Trust Fund.

**Section 13(b).** The group insurance program shall be administered through the Insurance Trust Fund in accordance

with the Agreement and Declaration of Trust thereof and the rules and regulations of said Insurance Trust Fund.

**Section 13(c).** The monthly payment of \$16.50 shall be paid by the Employer to the Insurance Trust Fund on the first day of each month (or as soon thereafter as practical but no later than the tenth (10th) day of the month) for each of the Employer's employees for whom, on the first day of said month, contributions are required under the

terms of this Agreement. For an employee already insured under the Insurance Trust Fund who leaves a retail Employer, and within twelve (12) months, returns to the same retail Employer or transfers to another retail Employer participating in the Insurance Trust Fund, contributions shall be due from the Employer to whom he returns or to whom he transfers commencing with the first day of the month following the return or transfer. For a new employee starting employment in any retail shop participating in the Insurance Trust Fund, contribution shall be due from the Employer commencing with the first day of the month following his completion of sixty (60) calendar days of employment. No refund of a monthly payment shall be sought by an Employer in the event an employee's employment terminates before the end of such month. A knowing and wilful refusal after due notice to make the required monthly insurance payments shall be deemed a violation of this Agreement.

## **ARTICLE V**

### **National Pension Fund**

The undersigned Employer and Local Union represent that the only agreement between the said Local Union and Employer regarding pensions or retirement for employees covered by the Collective Bargaining Agreement between the Local Union and the Employer is as follows:

1. (a) Commencing with the 14th day of May, 1961, and for the duration of the current Collective Bargaining Agreement between the said Local Union and 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 a contribution of \$.80 to the above-named Pension Fund, but not more than \$4.00 per week for any one employee.

For the purposes 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. It is further understood that each day or hour paid for, including days or hours of paid vacation, paid holidays, and other days or hours for which pay is received by the employee in accordance with the Collective Bargaining Agreement, shall be counted as days or hours for which contributions are payable.

Effective June 1, 1966, for each day or portion thereof, for which an employee, subject to the Agreement, receives pay, the Employer shall make a contribution of \$1.04 per day to the Pension Fund, but not more than \$5.20 per week for any one employee.

Effective June 1, 1967, for each day or portion thereof, for which an employee, subject to the Agreement, receives pay, the Employer shall make a contribution of \$1.28 per day to the Pension Fund, but not more than \$6.40 per week for any one employee.

(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 annexed hereto and 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 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 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 Pension Fund.

(e) If the Employer fails to make contributions to the 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 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 May 8, 1965. Copies of any renewal or extension agreements will be promptly furnished to the Pension Fund Office and, if not consistent with this Standard Collective Bargaining Clause, can be used by the Trustees as the basis for termination of participation of the Employer.

4. This Article shall be binding upon the parties hereto, their successors, administrators, executors, and assignees. In the event that the Employer sells, leases, or transfers this company or any part thereof, or is taken over by assignment, receivership or bankruptcy proceedings, the successor shall be bound by the terms and conditions of this Article for the life hereof. The Employer shall give notice of the existence of this Article to any purchaser, transferee, leasee, assignee or other successor in interest. Such notice shall be in writing, with a copy to the Trustees, not later than ten days prior to 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 Article.

## **ARTICLE VI**

### **Management Rights and Seniority**

**Section 1.** It is understood and agreed that the Employer shall have complete jurisdiction over the management of the manufacturing operations of the plants, methods of production, the filling of vacancies, and the promotion within the unit of the employee on merit, ability, and seniority provided that the one in line is capable of filling the vacancy. If, after investigation, the Union finds that the Employer has not promoted according to seniority, merit and ability, it may refer the case to the grievance procedure.

**Section 2.** The Employer shall have the right to modify or introduce mechanization changes or equipment after reasonable prior notice to the Union. No employee shall suffer a reduction in rate of pay by reason of such change. Mechanization, of course, might cause a reduction in force but any employee remaining on the job due to seniority after lay-off shall not be reduced in rate of pay regardless of the job classification he is put in.

**Section 3.** The full power of discharge, lay-offs and discipline lies with each Employer. It is agreed that this power shall be exercised with justice and with regard for the reasonable rights of the employee. If the Union, after investigation, finds that the employee has been discharged or laid off without cause, and that it cannot reach an adjustment, after exhausting the grievance procedure, it may refer the case to arbitration in accordance with the rules of the American Arbitration Association. The Employer will notify

the Shop Steward or the Union before any disciplinary lay-off or discharge.

**Section 4.** In the event it becomes necessary to reduce the number of employees, lay-offs shall be in the order of seniority within each job classification set forth in Article IV, Section 12, of this Agreement. The last one employed by the Employer shall be the first one laid off. These employees shall be rehired if and when the working force is again increased, provided that they have not been on layoff for more than one (1) year and that they report for work within twenty-four (24) hours after being notified by the Employer by registered or certified mail or telegram. In the event there is more than one employee laid off the employees who are so laid off shall be rehired according to their seniority and classification of work, except by mutual agreement. The Union is to be notified by registered or certified mail, receipt returned, or telegram, if any discharges or layoffs take place.

**Section 5.** In the event an employee is elected or appointed to a full time office of the Union, the said employee shall, upon termination of the office, be restored to the position with all seniority rights, as if the said employee had worked continuously, provided he shall not have been so away from his position for more than two terms of office. In the event he is so away on Union work for more than two terms of office, he may be reinstated by mutual consent, in which case of reinstatement he shall be restored to his position with all seniority rights.

In the event an employee is elected to be a delegate to a convention of the Union or is designated as a Committee member, upon completion of said union service he shall be restored to his job with all seniority rights, provided he shall not have been away on union service in excess of thirty (30) days; provided further, that there shall be no more than one committee member for every fifty (50) employees employed by any Employer.

**Section 6.** If lack of work should necessitate temporary lay-offs, it is agreed that all employees coming under this Agreement will be affected in rotation and that such layoffs are not to exceed one (1) day in any work week.

## ARTICLE VII

### Funeral Leave

**Section 1.** In the event that a death in the "immediate family" of an employee requires his absence from work, the employee may be absent up to three days without loss of pay for the regular work days on which he would have worked but for his absence. The amount of time taken off should be reasonably necessary under all the circumstances, such as time required in order for the employee to arrange for the funeral of the deceased, to attend the funeral of the deceased, etc.

**Section 2.** Immediate family shall mean husband or wife, father or mother, son or daughter, brother or sister, mother-in-law or father-in-law.

**Section 3.** The employee shall not receive any such leave with pay for any day after the day of the funeral, except if the funeral is out of town and time is necessary to return.

**Section 4.** The employee shall submit proof of relationship, death and attendance at such funeral, upon request.

### **Section 5. Jury Duty.**

An employee with three (3) months or more of service with the Employer shall be eligible to receive pay for time spent on jury duty, provided that such payment shall not exceed the equivalent of five (5) days' pay (eight (8) hours per day) in a year of employment. A day's day for jury duty is defined as the amount received for actual jury duty plus the amount to be paid by the Employer in order to result in the equivalent of a total of eight (8) hours' pay per day for each day of jury duty. Jury Duty pay is not applicable during an employee's vacation period or to any unscheduled work day of the employee.

## ARTICLE VIII

### TIME CLOCKS

**Section 1.** In shops employing three or more steady employees coming under this Agreement the Employer shall maintain a time clock.

## ARTICLE IX

### Covering Vacation Rules

**Section 1.** Employees covered under this Agreement shall be paid the contract hourly rate as provided in Article IV, Section 12. Vacation pay of full-time employees shall be based on the contract hourly rate times forty (40) hours per vacation week, including night compensation for employees regularly working nights, but excluding overtime pay.

**Section 1(a).** Every steady employed worker coming under this Agreement shall at the end of every fifty-two (52) weeks of service be entitled to two (2) weeks vacation with pay, as set forth in Section 1 above.

**Section 2.** Every full-time steady employed worker coming under this Agreement who has been employed by the Employer for ten (10) years or longer shall be entitled to a third (3rd) week of vacation pay in addition to the two (2) weeks vacation with pay provided in Section 1 of this Article.

Such worker shall be entitled to take a third (3rd) week of vacation time, provided that it does not interfere with the orderly and efficient operation of the plant.

**Section 2(a).** Every full-time steady employed worker coming under this Agreement who has been employed by the Employer for twenty (20) years or longer shall be entitled to two (2) weeks of vacation pay in addition to the two (2) weeks vacation with pay provided for in Section 1(a) of this Article. Such worker shall be entitled to take four weeks of vacation time, provided it does not interfere with the orderly and efficient operation of the plant.

**Section 3.** Vacations shall be scheduled between May 1st and October 31st of each year, and seniority right shall prevail. Vacations may be taken at times other than between May 1st and October 31st only when individual workers for logical reasons prefer to take their vacations during a time most convenient for them and when agreeable to the Employer.

**Section 4.** It is understood that every worker MUST take his or her two (2) weeks vacation and that he or she MUST PLACE a substitute in their respective places. Exceptions

may be made only where workers at work are not required to work overtime during the vacation period.

**Section 5.** Should one of the holidays specified in Article IV, Section 2, occur during an employee's vacation, such employee shall be given an additional eight (8) hours' straight time pay in the first paycheck the employee receives following said vacation.

**Section 6(a).** The beginning of a worker's service shall be considered as of the date of his or her placement as a steady employee. It is understood that a steady employed worker who is laid off or discharged any time after completing four (4) weeks of service with the Employer shall be entitled to receive in addition to his or her regular weekly earnings the equal of one-twelfth ( $1/12$ ) of eighty (80) hours for each month of service for which no vacation consideration was received by him or her at the time of his or her lay-off or discharge; a steady employed worker who shall quit his employment with the Employer shall be entitled to receive in addition to his or her regular weekly earnings the equal of one-twelfth ( $1/12$ ) of eighty (80) hours for each month of service for which no vacation consideration was received if he or she shall have completed at least thirteen (13) weeks of service with the Employer.

**Section 6(b).** The beginning of a worker's service shall be considered as of the date of his or her placement as a steady employee. It is understood that a steady employed worker who is laid off or discharged any time after completing ten (10) years of service with the Employer shall be entitled to receive in addition to his or her regular weekly earnings the equal of one-twelfth of one hundred twenty (120) hours for each month of service for which no vacation consideration was received by him or her at the time of his or her layoff or discharge; a steady employed worker who shall quit his employment with the Employer shall be entitled to receive in addition to his or her regular weekly earnings the equal of one-twelfth ( $1/12$ ) of one hundred twenty (120) hours for each month of service for which no vacation consideration was received.

**Section 6(c).** The beginning of a worker's service shall be considered as of the date of his or her placement as a steady employee. It is understood that a steady employed

worker who is laid off or discharged any time after completing twenty (20) years of service with the Employer shall be entitled to receive in addition to his or her regular weekly earnings the equal of one-twelfth (1/12) of one hundred sixty (160) hours for each month of service for which no vacation consideration was received by him or her at the time of his or her layoff or discharge; a steady employed worker who shall quit his employment with the Employer shall be entitled to receive in addition to his or her regular weekly earnings the equal of one-twelfth (1/12) of one hundred sixty (160) hours for each month of service for which no vacation consideration was received.

**Section 7.** In the event an Employer sells his business or quits his business, he shall be liable to his workers for vacation pay to the extent said workers shall then have vacation days to their credit as provided for in this Article. Should the Employer's successor, assignee or transferee, if any, assume such obligations, he also shall be liable for the vacation consideration.

**Section 8.** An employee who is absent from work for any reason other than illness or injury sustained while working on a job in the baking industry shall not receive vacation credit for the time so absent. An employee will be given vacation credit for time absent because of illness or injury except injury sustained while working on a job outside the baking industry, up to a maximum of ninety (90) days in any one year provided the employee is returned to work.

It is understood that when the absence because of illness or injury on the job extends beyond 90 days, and the employee is thereafter returned to the job, vacation credits shall not again begin until such return to the job.

## ARTICLE X

### Covering Labels

**Section 1.** Each loaf of bread whether wrapped or unwrapped, must be provided with a Bakers' Union label, either directly on the bread or it must appear imprinted on the wrapper or the ribbon; the labels shall be furnished by Local No. 2 at the regular established price; the wrappers and ribbons may be furnished by any firm that has been

authorized to imprint the Bakers' Union Label by the Bakery and Confectionery Workers' International Union of America.

**Section 2.** In case this Agreement is violated, said labels must be returned upon demand of Local No. 2, or the Bakery and Confectionery Workers' International Union of America, for which money in value thereof will be refunded.

**Section 3.** The Shop Steward, or any members of Local No. 2, shall have custody of said labels, wrappers and ribbons and account for same to Local No. 2.

## **ARTICLE XI**

### **Covering Sanitation**

**Section 1.** The shop must be kept clean and in an utmost sanitary working condition.

**Section 2.** All employees coming under this Agreement must be furnished with a suitable sanitary clothes closet, to be not smaller than one and one-half feet square and six feet high (1½ x 1½ x 6).

**Section 3.** If the Employer wishes his employees to wear a special uniform, it is understood that he will provide same, keep it laundered and repaired free of charge, and same must bear the union label.

## **ARTICLE XII**

### **Covering Shop Control**

**Section 1.** There shall be a Shop Steward for each Bake Shop.

**Section 2.** Employees must not be discriminated against because they are Shop Stewards.

**Section 3.** Duly accredited Business Representatives of Local No. 2 shall be admitted to the Bake Shop at all times for transaction of Union business.

## **ARTICLE XIII**

### **Covering Re-Opening of This Agreement**

**Section 1.** In case of inflation of monetary values, com-



modity prices or reduction in working hours by law, within the life of this Agreement, Local No. 2 reserves the right to propose to the Employers the re-opening of this Agreement on any monetary issue for necessary readjustments.

**Section 2.** In case of reverses in economic conditions during the life of this Agreement, the Employers reserve the right to propose to Local No. 2 the re-opening of this Agreement on any monetary issue for necessary readjustments.

## **ARTICLE XIV**

### **Covering Grievances and Strikes**

**Section 1.** Any and all grievances shall be settled between the Employer and Local No. 2. If a deadlock occurs, a committee of Local No. 2, with a committee of Employers, who are parties to the Agreement, shall meet and settle the dispute.

## **ARTICLE XV**

### **Covering Safety and Accident Prevention**

**Section 1.** The Union and the undersigned Employers recognize the need for adequate protection of the worker's health and safety on the job and further recognize their joint responsibility in any program formulated to afford such protection. This is to provide for the setting up of a joint Labor-Management Safety Committee, consisting of representatives of the Union and the undersigned Employers, for the purpose of studying the safety problems, the shop and human elements involved, and the correction and educational measures necessary to eliminate accidents on the job.

## **ARTICLE XVI**

### **Covering Expiration of This Agreement**

**Section 1.** Three (3) copies of this Agreement are to be signed by the parties, one to be kept by the Employer, one by the Union, and one copy to be posted conspicuously in the shop.

**Section 2.** This Agreement shall be in full force and

effect from the 9th day of May, 1965, after 4:00 P.M. until the 11th day of May, 1968, 4:00 P.M., and thereafter until a new Agreement (the terms of which shall be retroactive from the above given date) has been consummated and signed, or this Agreement, after above given expiration date, has, upon written notice been cancelled or terminated by the undersigned Employers or by the Union with the sanction of the Bakery and Confectionery Workers' International Union of America.

THE RETAIL BAKERS MASTER CONTRACT GROUP, for and on behalf of the Employers named in Appendix "A" attached thereto and made a part hereof.

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LOCAL NO. 2 BAKERY AND CONFECTIONERY WORKERS'  
INTERNATIONAL UNION OF AMERICA

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WALTER FRIESE, President

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CHARLES BAUMANN, Vice-President

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NOV 2 1966

Agmt. No. 6769

AGREEMENT FIELD FOLLOW-UP

Date OCT 3 1966

Region Chicago

Company name and location	Union (as of contract on file)	No. of wkrs.	Eff. date	Exp. date
Associated Retail Bakers of Greater Chicago 5105 W. Augusta Blvd. Chicago, Illinois	Bakery + Confectionery whs. # 2 2503 N. Kedzie St Chicago, Ill. Ernest Darver Keenemans 523-5000 2,000	1,000          (please indicate current employ- ment)	5/61          (amendment only we do not have the agreement.)	5/63

Remarks:

Received the agreement from the association in 1961.  
We also need the Health, Insurance and Pension  
agreements.

Regional Office Reply:

1966 - Contacted Mr. Chuck Hodley at Assn.  
Mr. Hodley referred agent to Mr. Friese, Pres. of  
Local # 2, who provided copies of agreement  
employment currently 1100.  
J McMahon  
10/25/66

DWIR  
AC-1

Labor D. C. LS 59 1931