

Retail Wholesale  
Columbus, Ohio  
10-1-43

**CONFIDENTIAL**

AGREEMENT

This agreement dated November 1, 1943 at Columbus, Franklin County, Ohio, by and between Diamond Milk Products, Inc., hereinafter called the "Company" and the Dairy Workers Division of the United Retail, Wholesale and Department Store Employees of America, affiliated with the Congress of Industrial Organizations, hereinafter called the "Union".

ARTICLE I - PURPOSE

The purpose of this agreement is to insure industrial peace. To that end, it is recognized that there must be mutual understanding, harmony and cooperation among employees and between employees and the company; that operations must be uninterrupted and duties faithfully performed in order, further, that the Company and its employees, may fulfill their mutual and vital responsibilities to the public; and that the business of the Company must be operated with economy and efficiency, with due regard to competitive conditions, and with an adequate volume of sales.

ARTICLE II - UNION RECOGNITION - SCOPE OF AGREEMENT

1. The Company recognizes the Union as the sole and exclusive bargaining agency for all employees of the Company, as hereinafter defined, with respect to rates of pay, working conditions and hours or days of work; and for such purposes, the Company shall negotiate with any duly authorized and properly constituted bargaining committee of the Union.
2. The term employee, as used herein, excludes, and the provisions hereof do not apply to any employee in a supervisory or confidential position with the Company, or to clerical employees, or to temporary or probationary employees, which includes all employees during the first sixty days of their employment.
3. It is recognized that the nature of the Company's business requires that it enter into employment contracts with its employees, and nothing herein shall preclude, interfere with, cancel or modify such employment contracts; provided, however, should any of the terms thereof conflict with this agreement as to bargaining for rates of pay, working conditions and hours or days of work, the terms hereof, in that respect, shall control. It is expressly understood that this agreement does not constitute an employment contract for any employee.
4. It is recognized that the conduct of the business, the operations of the Company and the direction of the working forces are vested exclusively in the Company whose discretion and judgement shall control as to the selection and retention of employees and the work and duties to which they are assigned, including the right to hire, transfer, promote, demote, suspend and discharge, and to make rules and regulations concerning the conduct of the business and the employees, provided the same are not contrary to the terms of this agreement and provided, that no action may be taken for the purpose of discriminating against any employee because of his membership in the Union or any proper activities in connection therewith; and provided, further, that no member, officer, agent or representative of the Union shall engage in any union activity on Company time or property, except as provided in this agreement.

ARTICLE III - GRIEVANCES - ARBITRATION

1. The Company shall negotiate with the duly authorized Grievance Committee, on the complaint or controversy of any employee that may arise under the terms of this agreement. Such Grievance Committee shall be representative of the different classifications of employees, but no chairman or committeeman may serve as a member of such committee when his own case is being considered.
2. Any employee having a grievance that cannot be settled by the aggrieved employee directly with the Company, shall present the same to the Grievance Committee, which shall

promptly investigate, and, if in its opinion the grievance is well founded, the Grievance Committee shall present the same in writing to the Company and negotiate with the Company on the employee's behalf. If the Grievance Committee and the Company shall be unable to reach an agreement, the matter, at the option of either the committee or the Company shall be referred to official representatives of the Union. If a settlement is not so reached, the matter, at the request of either party, shall be referred within five days to an arbitration committee composed of one member selected by each party and a third selected by such two members. The third member shall be disinterested. The decision thereby made shall be final and binding on all parties.

#### ARTICLE IV - SENIORITY

The Company agrees that as between employees of relatively equal ability and fitness, it will recognize seniority as a determining factor in lay offs, reemployment and transfers; provided, that in the particular case it is not impractical so to do. An employee's seniority shall date from the date of most recent hire in that classification, except that seniority shall not commence until after a period of sixty days in all classifications. New employees' seniority shall not commence until after they have been employed for a period of sixty days, after which time their seniority shall date from the date of hire.

#### ARTICLE V - MILITARY SERVICE

The Company and the Union shall abide by the Selective Training and Service Act.

#### ARTICLE VI - VACATIONS

Each employee who has been continuously in the employ of the Company for one year or more shall be entitled to one week's vacation with pay; provided, if such vacation is not given, the employee shall be entitled to pay in lieu thereof.

#### ARTICLE VII - DAYS AND HOURS

A regular work week shall be on the basis of six days.

#### ARTICLE VIII - WAGES

It is agreed that a proposal on wages shall be submitted to the National War Labor Board for approval. The decision of the War Labor Board on the matter of wages shall be binding upon both parties, and shall be made a part of this agreement, retroactive to November 1, 1943. Any employee who does not work the full work month shall be paid on the daily average.

#### ARTICLE IX - COMPETITIVE CONDITIONS

The Company should not be put to any material competitive disadvantage because of the operation of this agreement. Should the Union enter into any agreement with any competitor of the Company on KKK terms more favorable to such competitor than the terms hereof, or should the Union permit a course of conduct under such agreement more advantageous to any such competitor than the terms hereof, the Company, at its option and after such notice and discussion with the Union that the circumstances will permit, may adopt such more favorable terms and conditions in lieu of the terms and conditions hereof, provided, however, the above conditions are within the jurisdiction of the Union.

#### ARTICLE X - DURATION OF AGREEMENT

There shall be no strikes or lockouts or any other interference or interruption with the operations of the Company. The agreement shall be in full force and effect from the day and year first above written and shall continue in effect until the 1st day of November 1944.

2-2

IN WITNESS WHEREOF the Company has executed this agreement by its duly authorized officers, and the Union has executed this agreement on behalf of the employees and the Union, by its duly authorized committee. Signed in duplicate, this day the \_\_\_\_\_ day of \_\_\_\_\_ 1943.

DIAMOND MILK PRODUCTS, INC.,

By \_\_\_\_\_

DAIRY WORKERS DIVISION OF THE UNITED RETAIL, WHOLE-SALE AND DEPARTMENT STORE EMPLOYEES OF AMERICA, AFFILIATED WITH THE CONGRESS OF INDUSTRIAL ORGANIZATIONS.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

WITNESS:

*Hugh D. Inil*

United States Commissioner of Conciliation

DEPT. OF LABOR  
COMMERCIAL  
BUREAU  
WASHINGTON, D.C.