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5-1-1938

## **Bakery Salemen's Labor Union, Retail Clerks International Protective Association, Local 33, I. B. of T. C. S. and H. of A., Washington Central Labor Council (1938)**

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**Bakery Salesmen's Labor Union, Retail Clerks International Protective Association,  
Local 33, I. B. of T. C. S. and H. of A., Washington Central Labor Council (1938)**

**Location**

Washington, DC

**Effective Date**

5-1-1938

**Expiration Date**

4-30-1939

**Union**

Bakery Salesmen's Labor Union, Retail Clerks International Protective Association

**Union Local**

33

**NAICS**

44

**Sector**

Private

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old # 118  
Washington D. C.  
In effect June 1, 1938  
38-61-50

# Agreement

**This Agreement,** entered into this first day of May, 1938,

between .....  
the City of Washington, D. C., and vicinity and of Alexandria, Va.,  
the party of the first part, and Bakery Salesmen's L. U. No. 33,  
affiliated with the I. B. of T. C. S. and H. of A., and the Washington  
Central Labor Union, the party of the second part.

**Witnesseth:** That the party of the first part agrees,  
**First.** To employ in the sale and delivery of bakery products  
only salesmen and route agents, who are members in good standing  
of, and who hold a permit to work at the business from, Bakery  
Salesmen's L. U. No. 33, the party of the second part.

**Second.** That all trade requiring daily service shall be served  
by a regular route man, including company owned, leased or com-  
pany operated retail outlets. All bakery goods called for at bakeries  
or delivered by them to be sold or disposed of by or through or at  
retail outlets such as drug store fountains and lunch counters, res-  
taurants (chain or individually owned), hotels, institutions, etc., shall  
be paid for at rates of pay and commissions as set forth in section  
four of this agreement.

**Third.** That compensation for salesmen's services shall be as  
follows:

That salesmen's compensation shall be for wholesale men not  
less than \$40.00 per week, and not less than 10 per cent on all sales  
over \$400.00 per week; 5½ days' work week.

Chain Store salesmen, who shall comply with all union regula-  
tions, shall receive not less than \$40.00 per week. No Sunday work;  
5½ day week.

For retail route salesmen, \$40.00 per week for full time, pro-  
vided however, that 22 per cent commission shall be paid on sales  
over \$182.00 per week less returns of over \$10.00.

Route agents and extra salesmen not less than \$45.00 per week  
of 5½ days and not less than \$9.00 additional for Sunday work of any  
kind. Route Agents working on Sunday shall have a day off during  
week without loss of pay, if not operating a route a full week.

Members required to report for work and are not permitted to do  
so shall receive a full day's pay. Route Agents shall be informed of  
their day off the day previous thereto.

**Fourth.** When bakery products are delivered on any route the  
salesmen on whose route such goods are delivered shall receive the  
regular commission on same. This does not include Sundays and

holidays on which no delivery is made by regular route man. Special delivery to stores shall not leave bakeries before 7 a. m.

**Fifth.** Trade entitled to Sunday and holiday service shall be served by a route agent, who shall receive not less than \$9.00 per Sunday and not less than 10 per cent on all sales over \$90.00 and shall finish their work not later than 2:30 p. m.

Route Agents on Sundays and full holidays shall handle only Lunch Room and Hotel supplies, as follows: Large Pullman, Rolls, Buns, Rye Bread (not less than 1½ pounds), Whole Wheat Bread (not less than 1½ pounds), and French Bread.

**Sixth.** No reduction below the minimum scale shall be made in the compensation of members for or on account of holidays.

**Seventh.** In the event of the refusal of a merchant baker to give proper evidence of price received for contract goods, commission on same shall be estimated at the regular non-contract price.

**Eighth.** No salesman shall be held responsible for the return of any unsold bakery products, and salesmen shall not be requested or required to carry any goods upon which there is any restrictions on or any question about full credit for returns, which shall be made in the usual and customary way. No member of this union shall be requested or required to attend shop meetings before or after working hours. All salesmen shall complete their work within contract working hours. Employers agree to check men out within fifteen minutes of contract turning in time or within fifteen minutes of actual turning in time.

**Ninth.** Salesmen shall not pay for any shortage of pie plates or other necessary equipment for the care and delivery of goods. No member shall be held financially responsible for accidents to or caused by a company owned vehicle while on company business. Salesmen shall not wrap sack or box bakery products (this does not apply to Rolls and Buns), nor perform stable or garage work. They shall not be required to wear a uniform.

**Tenth.** That salesman whose routes shall be cut shall, for a period of three months, receive as compensation a sum not less than that received for the full week prior to that in which cut in route is made.

**Eleventh.** Route agents shall be subject to the trade regulations governing the route they may at times be operating, and if operating an early or country route completion of such route shall constitute his day's work.

**Twelfth.** No member shall deliver any bakery products to grocery or delicatessen stores on Sundays or full holidays.

**Thirteenth.** One week vacation with minimum pay (\$40.00 for salesmen, \$45.00 for route agents) shall be given each year to all members of this union who have been in the employ of the same firm for twelve months.

All Wednesdays shall be half holidays, except weeks in which legal holidays occur. Salesmen shall complete their work not later than 12 noon.

**Fourteenth.** In case of sickness or absence from their routes of members, a member of L. U. No. 33 or a route agent shall operate the same, and receive the commission earned, if any, and upon recovery, ill member shall be restored to same route, if in existence; if not, to a similar route.

**Fifteenth.** New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be full holidays for regular salesmen. Route agents shall not make deliveries to grocery and delicatessen stores, and on Thanksgiving and Christmas Days deliveries shall be made only to steamboats and railroad trains. All holidays coming on Sundays shall be observed on Mondays. Route agents who work on full holidays shall receive Sunday pay in addition to regular weekly and Sunday pay.

**Sixteenth.** That the Business Agent shall make examinations of vehicles when considered necessary.

**Seventeenth.** Morning salesmen for Lunch Rooms, Market Stands and Hotel service shall leave the bakeries between 4 and 6 a. m., and shall not be permitted to serve stores before 7 a. m. They shall complete their day's work not later than 2:30 except Saturdays and eves of full holidays, and shall finish their work not later than 5 p. m. After this date fifty-one per cent of customers on route must be lunchrooms in order to continue as or be recognized as a "Lunch-room Route."

**Eighteenth.** Salesmen for stores and other trade shall leave the bakeries on first trip at 7 a. m., and last trip not later than 1 p. m. They shall complete their work daily not later than 4 p. m., Saturdays and eves of full holidays they shall finish their work not later than 5 p. m.

**Nineteenth.**—(a) Salesmen for Virginia and Maryland only, shall leave the bakery between the hours of 1 a. m. and 6 a. m.

(b) Salesmen for Virginia and Maryland only that give daylight service, shall leave the bakery at 7 a. m., and finish their work not later than 4 p. m. Saturdays and eves of full holidays they shall finish their work not later than 5 p. m.

Employers will be permitted to select either paragraph "A" or paragraph "B" to govern any or all such routes in their bakeries, provided, however, no employer shall be permitted to operate any one route under both paragraph "A" and paragraph "B", or under parts of both paragraphs.

**Twenty.** Salesmen for Alexandria City, Va., shall leave the bakery at 6:30 a. m., and start delivery in Alexandria at 7 a. m., and finish their work not later than 4:00 p. m. Saturdays and eves of full holidays, they shall finish their work not later than 5:00 p. m.

**Twenty-one.** Retail Salesmen shall leave the bakery not before 6 a. m., and finish their work not later than 3 p. m. Saturdays and eves of full holidays finish their work not later than 5 p. m., and shall not be permitted to serve store before 7 a. m.

**Twenty-two.** Pie Salesmen shall leave bakeries not before 5 a. m., and finish their work daily not later than 4 p. m. Saturdays and eves of full holidays not later than 5 p. m., but not over 9 consecutive hours shall constitute his day's work.

