

WORKING AGREEMENT

WHEREAS, the parties hereto desire to establish the standards of hours of labor, rates of pay and other conditions of employment under which the Union member employees shall work for the employer during the term of this agreement, at the Salem plant, and desire to regulate the mutual relations between the parties hereto:

NOW, THEREFORE, this agreement entered into this First day of March, 1951, by and between the Kay Woolen Mill, herein after called the Company, and the United Textile Workers Union Local Union No. 2090 of Salem, Oregon, hereinafter called the Union.

WITNESSETH, That in consideration of the mutual promises and undertakings in good faith made by both parties to this agreement, individually and collectively, and said parties do hereby agree to and with each other, to-wit:

ARTICLE 1. BARGAINING AGENCY: The Company recognizes Local No. 2090, United Textile Workers of America, affiliated with the American Federation of Labor, as the sole bargaining agency for all of its employees in its plant at Salem, Oregon.

ARTICLE 2. UNION SHOP: The Company agrees as a condition of employment that all employees eligible shall become members of the Union within 30 days after the execution of this agreement or within 30 days after his hire, as the case may be. All employees who become members of the Union shall remain members of the Union during the term of this agreement.

ARTICLE 3. HIRING: The Company reserves the right to hire new employees, not members of the Union, if the members of satisfactory skill and ability are not available, and the Company further agrees, upon order from each employee, to deduct monthly from his wages the amount of the Union dues and turn the same over to the Secretary of the Union on or before the 10th day of each month, taking his receipt therefor. The Company also agrees that a man and his wife shall not be employed at the same time, that only one or the other may hold employment with the Company at any one time. It is also agreed that Foremen or supervisors, who do not come under the Textile Workers Bargaining Unit, will not be permitted to work in other than their own departments, providing suitable help is available.

ARTICLE 4. HOURS OF LABOR: Working hours shall be eight hours per day, five days a week, Monday to Friday, inclusive. All overtime in excess of eight hours in any one day or forty hours in any one week shall be paid for at one and one half times the regular rate of hour or piece work pay. When six shifts are necessary to get in forty hours per week, the rate of pay shall be on straight time. If the mill runs six days a week and an employee misses a day in that week, the employee shall not receive time and one half for Saturday work. When Saturday or Sunday work is contemplated, the employees involved shall be given twenty-four hours notice of such overtime work.

ARTICLE 5. VACATIONS: All employees who have served the Company for one continuous year of service or more shall be entitled to one weeks vacation with pay, and after five years of continuous service shall be entitled to two weeks vacation with full pay. 1600 hours of employment shall be considered as entitlement for vacations. Any employee, after one or more years service with the Company, who does not work 1600 hours, through no fault of his own, shall receive vacation pay prorated on a monthly basis using 1600 hours as entitlement for full vacation benefits. It is also agreed, that all employees that are not entitled to vacation pay, shall be notified by the Company so in case of a shut down said employees may make application for unemployment benefits.

ARTICLE 6. HOLIDAYS: The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. All work performed on Sundays, Christmas Day, Thanksgiving Day, Labor Day and Independence Day shall be paid for at double time. (However, this provision shall not apply to watchmen on their regular shifts, except on holidays, which shall be paid for at time and one-half. On paid holidays, watchmen will receive double their regular straight time rate.) All work performed on New Year's Day and Memorial Day shall be paid for at time and one-half. Labor Day and Thanksgiving Day shall be straight time paid holidays and the Saturdays following shall be worked at straight time pay. When any holiday falls on Sunday the following Monday shall be observed as a holiday. No work shall be performed on Labor Day except in case of danger to life or property.

ARTICLE 7. CALL TIME: Any employee reporting for his or her regular shift and not being put to work shall be notified when to report back to work. Should no work be available on employee's return, he shall be entitled to two hours pay for call. The Company shall not be responsible for call time or lost time caused by water shortage.

ARTICLE 8. SENIORITY: The Company recognizes the principles of seniority by departments, and in case of enforced layoffs through slackness of work agrees that the last worker employed in any department shall be the first laid off. In rehiring, those last laid off in each department shall be the first rehired. No new employee shall be hired in any department after a layoff until all employees laid off from that department shall have been rehired. School children shall not be eligible for seniority. Seniority is not transferable from one employee to another. If a layoff occurs, an employee may accept employment elsewhere temporarily without prejudice to his or her seniority, provided that such employee returns to work within forty-eight hours when called.

When an employee transfers from one department to another, at his or her own request, he shall take seniority at the bottom of the list in the new department, but shall retain seniority in the department which he has left for a period of 30 days, in case he is laid off or cannot qualify. When shifted otherwise, the employee must determine at the end of 30 days whether he wishes to be permanently shifted.

In any case where a vacancy occurs, or a new position is created in any department, a notice of such vacancy or new position shall be posted on the bulletin board. Included in the notice shall be the rules and regulations covering the new position or vacancy, the foreman to contact the employee holding the highest seniority until the position is filled. There shall be a new seniority list posted on the bulletin board every ninety days showing only those persons working or on leave.

If any employees are transferred from a higher paid job to a lower paid job, temporarily, he or she shall not receive less pay than they were receiving from the department from which they were transferred. Any questions relating to seniority shall be taken up with the Shop Committee.

ARTICLE 9. SHOP COMMITTEE: The Executive members of the Union shall meet with the manager of the Company to take up any grievances or misunderstandings which may arise out of the operation or interpretation of this agreement and the wage scale, which is separate from this contract. The Executive members of the Union shall be American citizens and shall have been in the employ of the Company for at least one year. No employee shall be discriminated against because of Union activities and any employee appointed by the Union to serve as a delegate to Union Conventions shall be

ARTICLE 9. SHOP COMMITTEE:

allowed sufficient time off from work for these duties. Such time off shall **not** affect his seniority. Time lost through sickness shall not impair the seniority of an employee.

