

C.S.  
FEB 27 1943

May be retained  
10-29-42

Retail & Wholesale #65  
10-19-43

209  
9870

CONFIDENTIAL R15-43-33

AGREEMENT made this 20th day of October, 1942, by and between  
SOBEL BROS., 126 West 22nd Street, New York, New York, hereinafter called  
the employer, and the WHOLESALE & WAREHOUSE WORKERS UNION, affiliated with  
the Congress of Industrial Organization as Local 65, 13 Astor Place, New  
York, New York, hereinafter called the Union, for and on behalf of itself,  
its members now employed or hereafter to be employed by the Employer and  
collectively designated as Employees:

WITNESSETH:

WHEREAS, the Employer recognizes the Union aforesaid as a Union  
of wholesale and warehouse and processing employees in the City of New York  
and vicinity and agrees to deal collectively only with this Union:

NOW THEREFORE, in consideration of the mutual covenants, promises  
and agreements herein contained, the parties DO HEREBY AGREE AS FOLLOWS:

ONE: The Employer recognizes the Union as a Union of wholesale  
and warehouse and processing employees of the City of New York and vicinity  
and agrees to deal collectively only with this Union for and on behalf of its  
employees, excluding executives with the right to hire and fire. The employer  
agrees to recognize and deal with such representatives of the Union as the  
Union may elect or appoint.

TWO: a) The Employer shall employ and retain in his employ only  
members in good standing of the Union except those set forth in Schedule B.

b) Notification from the union, in writing five (5) days  
in advance that an employee is not in good standing shall be sufficient to  
require the Employer, upon expiration of five (5) days, to immediately cease  
dealing with an <sup>and</sup> employing such employee until the employee is restored to  
good standing with the Union.

THREE: a) Should the Employer desire to hire any new employees,  
he shall apply to the Union for such help and the Union agrees to supply such  
qualified help within forty-eight (48) hours.

b) In the event the Union is unable to supply qualified  
help within the set forty-eight (48) hour period, then in that event, and in  
that event, only, shall the employer have the right to secure such help from  
the open market, providing however, that such employees shall become members  
in good standing of the Union before the expiration of the trial period.

FOUR: It is specifically agreed that all wages, salaries and all other fixed financial agreements of employees in effect at the date hereof shall not be reduced, nor the hours of employment increased by the Employer, anything contained in this agreement to the contrary notwithstanding.

FIVE: All persons employed for more than <sup>four (4)</sup> two (4) weeks shall be considered permanent employees. Permanent employees shall be entitled to seniority rights. All rehiring and layoffs shall be done in accordance with seniority, that is, the last person laid off shall be the first to be rehired. The Employer will exert every best effort to provide continuous work for the basic crew as heretofore.

SIX: a) MACHINERY OF ADJUSTMENT. Any and all complaints disputed, grievances or misunderstandings arising between the Employer and the Union, and/or between the Employer and his employees, shall, in the first instance, be taken up for adjustments between the Employer and the Shop Steward and any adjustment so made shall be subject to the approval of the Union. Upon their failure to adjust the complaint, grievance, or dispute, it shall be referred to the representative of the Union, who shall have the right to investigate, negotiate and adjust such complaint, or grievance, or dispute for and on behalf of such employee or employees with the Employer.

Should they be unable to adjust it, then the complaint, grievance or dispute shall be referred within forty-eight hours to an arbitrator of the State Mediation Board, whose decision shall be final and binding. The oath of such arbitrator is hereby waived. The cost of such arbitration shall be borne equally between the parties hereto.

The Arbitrator is hereby given the powers of determining all complaints or controversies arising out of the terms of this agreement and of determining the damages that the Employer may be obliged to pay the Union or the workers for the violation of any clause of this agreement.

All cases in dispute between the Employer and employees and/or the Union that are brought before the Arbitrator shall be submitted to him in person. Failure of either party to appear, unless excused by the Arbitrator, shall be deemed a default, and the Arbitrator may proceed to take the evidence of the party appearing and render a final determination.

b) The Employer agrees to make all charges and complaints against an employee in writing, addressed to the Union at its offices, 13 Astor Place, New York, N. Y.

SEVEN: a) The regular working hours under this agreement shall be no more than forty (40) hours per week and shall be divided into five (5) days of eight (8) hours each, Monday to Friday, inclusive.

b) The working hours shall start at 8:30 A.M. and shall end at 5:30 P.M. The hours of daily employment shall be consecutive and may be interrupted for lunch only, which shall be a period of one (1) hour.

c) Should any employee work more hours than herein provided, he shall be paid for such overtime at the rate of time and one-half. Overtime work shall not be required by the Employer unless the employees have received twenty-four (24) hours advance notice of the intention to work overtime. Where this rule works a hardship on individual employees, the case shall be adjusted through the grievance machinery.

d) It is agreed that any work performed on Saturday shall not be less than three (3) hours and shall be paid for at the rate of time and one-half.

e) It is specifically understood that Sunday and such holidays as are listed in Paragraph Ten A shall be days of rest. Any work done on such days with the consent of the Union, shall be paid for at the rate of double time.

EIGHT: The minimum wage for all present employees shall be twenty-one (\$21.00) dollars per week. All new employees shall be hired at eighteen (\$18.00) dollars per week and after four (4) weeks shall receive twenty-one (\$21.00) dollars per week.

NINE: The Employer shall pay to his employees, as wages, the sums stated in Schedule A, attached to this agreement and made part hereof.

TEN: a) The employer agrees to pay the employees full salary for the following holidays as if they had worked thereon: Yon Kippur, Labor Day, Thanksgiving Day, and Christman Day.

b) Any employee who desires to take a half day off on May Day for the purpose of participating in the Union's demonstration, may do so without compensation on the part of the Employer, upon three (3) days

written notice to the Employer.

c) In computing time worked the employee shall be credited with eight (8) hours work for each holiday occurring during the week.

ELEVEN: All employees who shall have been employed for a period exceeding one year (1) on June 1st in each year shall receive a vacation of one week with pay in advance. All employees who shall have been employed for a period of six (6) months but less than one (1) year shall receive a vacation of two and half (2½) days with pay in advance.

TWELVE: The Employer agrees not to cause any lockout nor to discriminate against any Union member in any way because of his Union membership or activity during the life of this contract.

THIRTEEN: It is specifically understood that this agreement may not be modified by any employee or group of employees without the joint consent of the Union and the Employer.

FOURTEEN: The employer agrees that he will not remove his factory and office outside of Greater New York during the time of this agreement.

FIFTEEN: The Union representatives may visit the firms premises for the purpose of investigating working conditions or conferring with the Employer or the crew steward upon reasonable advance notice to the Employer.

SIXTEEN: It is agreed that the Employer shall not physically aid, cooperate or assist any other wholesale or warehouse firm or any other competitive processing firm whose employees are on strike or locked out.

SEVENTEEN: The Employer agrees to provide and select a suitable and accessible space to be used as a bulletin board for Union notices.

EIGHTEEN: Any employee who volunteers or is drafted for military training or duty either by the Federal or State Government shall, immediately upon his return be re-instated to his position, with all the benefits and privileges that he would have enjoyed had his employment not been interrupted, providing he is physically capable of doing his job.

NINETEEN: The minimum schedule of production shall be as hereto attached.

TWENTY: The Union agrees with the Employer that the Employer may change any regulations necessary to run his business properly so long as such rules do not conflict with this agreement.

TWENTY-ONE: Subject to this agreement the Employer shall retain

the right and discretion to direct and control its employees and production.

TWENTY-TWO: The Employer shall permit a four (4) month leave of absence without compensation for any employee upon the request of the Union for training purposes, not to exceed three (3) people during the life of the contract, and then upon two (2) weeks advance notice.

TWENTY-THREE: This agreement shall go into effect as of October 29th, 1942 immediately upon receipt of notification in writing by the Employer from the Union to the effect that this agreement has been duly ratified and shall continue in full force and effect until October 20, 1943, and it shall automatically be renewed from year to year thereafter unless notification be given in writing by either party to the other by registered mail at least forty-five (45) days prior to the expiration of this agreement that changes in the agreement are desired, or that renewal is not desired.

IN WITNESS WHEREOF, we have hereunto set our respective hands and seals, the day and year first above written.

SOBEL BROTHERS

BY

*Morris Sobel*

WHOLESALE & WAREHOUSE WORKERS UNION  
LOCAL 65, C.I.O.

BY

*Peter Hu*

SCHEDULE "A"

NAME SALARY AS OF  
FEBRUARY 1, 1943

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Ann Shopper	\$25.00
Mary Chomnik	21.50
Jenny Grossman	21.50
Ben Helner	21.50
Ruth Bates	21.00
Rose Cohen	21.00
Ruth Haspel	21.00
Marie La Bianco	21.00
Emith Messiah	21.00
Viola Beaman	21.00
Jimmie Hernandez	21.00
Lee Martin	21.00
Helen Yaro	21.50
Sarah Selserman	25.00
Ann Epstein	21.50
Shirley Tesser	21.00
Lillian Schachter	21.00
Muriel Sisorek	21.00
Sylvia Steinberg	21.00
Shirley Keiserman	21.00
Eleanor Klein	21.00
Bessie Schyler	21.00
Dinah Herman	21.00
Lillian Duvinisky	21.00
Mary Shopper	21.50
Jennie Kanelstein	21.00
Selma Citron	21.00
Al Helner	31.00

MINIMUM SCHEDULE OF PRODUCTION

ASSEMBLING

8 MM - 20" 67 beads	19½ strings per hour
10 MM- 20" 53 beads	21
12 MM- 20" 44 beads	
Hand Assembling glass	13½
Jumbos	65
C 3300 - 24"	52
C 3300 - 27"	45
Regular - small	52
Regular - Med. and large	55
8 MM - 26½" C 3300	16
8 MM - 24" C3300	18

CEMENTING

8 MM - 10 MM - 12 MM - 20" C 3300 - 24"	10
Jumbos C 3300 - 27" 8027 Reg - Med - Large	8½
8 MM Elliot Green 26½"	6
Reg - Small	5½

RESTRINGING

8 MM - 10 MM - 12 MM - 60"	20
Reg - Small	80
Reg - Med - Large	90
Jumbos - C 3300 - 24"	75
8 MM - 60" Alabaster	17
8 MM - 54" Elliot Green	25

This schedule of production shall be in effect for the 1st three (3) months of this agreement. Thereafter in the event either party desires a revision of this schedule or any particular item therein, such revisions shall be adjusted as per Paragraph 6. Should any employee exceed these production Quotas, in that event said employee shall be compensated for same.

