

may be retained

11-9-42

Retail & Wholesale #144  
7-31-43

NOV 25 1942

Confidential

Confidential

AGREEMENT, made and entered into this 9th day of Nov., 1942, by and between the WINDOW TRIMMERS AND DISPLAYMENS UNION OF GREATER NEW YORK, LOCAL 144, chartered by the UNITED RETAIL WHOLESALE AND DEPARTMENT STORE EMPLOYEES OF AMERICA, affiliated with the CONGRESS OF INDUSTRIAL ORGANIZATIONS, with its principle offices located at 31 East 27th Street, Borough of Manhattan, hereinafter designated as the Union, and the METROPOLITAN DISPLAYMENS ASSOCIATION, INC., hereinafter designated as the ASSOCIATION and the members of the METROPOLITAN DISPLAYMENS ASSOCIATION INC. severally and individually, who shall have signed this agreement hereinafter designated as the Employer.

WITNESSETH: -

WHEREAS, the parties hereto have heretofore entered into an agreement dated this 10th day of September 1940 which said agreement is hereafter referred to as the "MAJOR AGREEMENT" and which expired on the 31st day of July 1942, and

**CONFIDENTIAL**

WHEREAS, the parties hereto desire to extend said Major Agreement upon the conditions therein contained, subject to such additions and modifications as are hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, and of the mutual promises herein made, the Union and the METROPOLITAN DISPLAYMENS ASSOCIATION, INC., and those Employers who shall become signatories hereto, each on his own behalf, agree as follows:

FIRST: The Major Agreement dated September 10th, 1940, made between the parties hereto, and the terms and provisions thereof, except as herein specifically amended by additions and modifications herein contained, are hereby extended until July 31st, 1943 are made a part of this agreement with the same force and effect as if set forth herein at length.

SECOND: Paragraph 9 of said Major Agreement is hereby modified as follows: The employer shall provide pins, tacks, glue and other materials necessary for the installation of displays, or in the alternative shall pay \$2.00 per month to all regular window trimming employees, to be pro-rated for part-time men.

THIRD: Paragraph 13 of Major Agreement is hereby modified as follows: There shall be a general increase of ten cents on all \$1.20 displays and hourly rates over and above any of these rates as set forth in any paragraph of the Major Agreement. There shall be a fifteen cent increase on all displays for the installation of which more than \$1.20 has been paid in accordance with the provisions of the Major Agreement.

FOURTH: Paragraph 15 of said Major Agreement is hereby modified as follows: Pick-ups and deliveries of displays ordered by the employer shall be paid for at the rate of fifty (50¢) cents each. No special trips to be made.

FIFTE: Paragraph 19 of said Major Agreement is hereby modified as follows: All salaried employees receiving a weekly salary up to forty (\$45) five dollars shall receive a ten percent increase. All those earning more than forty (\$45) five dollars weekly shall receive a five percent increase. In no event however shall the increase be less than four (\$4) dollars per week. Increases given by the Employers since August 1st, 1942, shall be considered as part of this increase.

SIXTH: Paragraph 4 of said Major Agreement is hereby modified as follows: The Union agrees to supply the employer with competent employees within 24 hours after a request therefor, provided that regular employees have sufficient work. Their competency shall be determined between the shop committee and the employer after a demonstration by the employee. In the event that the Union shall fail to supply competent employees within twenty-four (24) hours after the request, the employer may procure in any other way the help he requires provided that such new help apply immediately for membership in the Union, and obtains a working card from the Union before starting to work. The Union will give a working card immediately to such employee provided he has no anti-union record.

SEVENTH: Paragraph 20 of said Major Agreement is hereby modified as follows: The rate for all new windows or any rates of pay for work not mentioned in this contract shall be determined by a shop committee and the employer, or failing that by actual demonstration showing the length of time which three window trimmers who are to be selected by drawing from a hat, working under average conditions in an average store require to install three (3) such displays.

The length of time shall include 20 minutes as traveling time. In the event that there is still disagreement, the matter shall be submitted to arbitration within 48 hours. Employees shall not refuse to install such displays pending determination of the rate of pay.

EIGHTH: Paragraph 46 of said Major Agreement is hereby modified as follows: Cause for dismissal shall be the disappointing of dealers on two (2) occasions within six (6) months without giving immediate notice to the dealers and the employer, dishonesty in connection with the employers' business, continuous unsatisfactory work and for repeated violations of Paragraphs 20-39-40-41-42-43 and 44.

NINTH: The Employer agrees to pay the following increases to the employees retroactively as of August 1st, 1942, for the period from said retroactive date to the date of the signing of this agreement. All piece workers shall receive five (5¢) cents for each display installed from August 1st, 1942 to the present date. All salaried employees shall receive 50 percent of their increase retroactively from August 1st, 1942.

TENTH: It is understood and agreed that all increases shall be paid to employees in full within two days of approval of such increases by the National War Labor Board.

ELEVENTH: This agreement shall be in full force and effect and operative and binding upon the parties hereto until July 31, 1943.

IN WITNESS WHEREOF, the parties hereto have severally and individually executed and signed and have severally and individually affixed their seals herunto on the 9th day of November, 1942.

WINDOW TRIMMERS AND DISPLAYMEN'S UNION  
OF GREATER NEW YORK, LOCAL 144, C.I.O.

BY \_\_\_\_\_

AGREEMENT made and entered into this            day of  
1940, by and between the WINDOW TRIMMERS AND DISPLAYMEN'S UNION OF GREATER NEW YORK, LOCAL 144, chartered by the UNITED RETAIL AND WHOLESALE EMPLOYEES OF AMERICA, affiliated with the CONGRESS OF INDUSTRIAL ORGANIZATIONS, with its principal offices located at 31 East 27th Street, Borough of Manhattan, City of New York, hereinafter designated as the UNION, and the METROPOLITAN DISPLAYMENS ASSOCIATION, INC., hereinafter designated as the ASSOCIATION and the members of the METROPOLITAN DISPLAYMEN'S ASSOCIATION INC., severally and individually, who shall have signed this agreement hereinafter designated as the EMPLOYERS.

W I T N E S S E T H : -

That in consideration of the mutual promises, covenants and conditions herein contained and one dollar (\$1.00) lawful money of the U.S., by each of the parties hereto in hand paid, receipt whereof is hereby duly acknowledged, it hereby is agreed as follows:

1. This contract shall cover all employees exclusive of office workers and all types of display work exclusive of office work are included herein and shall be under the jurisdiction of the Union.
2. It is agreed that the Window Trimmers and Displaymen's Union of Greater New York, Local 144, C.I.O., is the sole collective bargaining agency of all present and future employees under the jurisdiction of the Union.
3. Each employer, whether a single individual, a co-partnership or a corporation, agrees to employ none but members of the Union in good standing during the life of this agreement, and to hire all employees covered by Paragraph #1 hereof, through the office of the Union.
4. The Union agrees to supply the employer with competent employees within twenty-four (24) hours after a request therefor, provided that regular employees have sufficient work. Their competency shall be determined between the employer and the shop committee after a demonstration by the employee. In the event that the Union shall fail to supply competent employees within twenty-four (24) hours after said request, the employer may procure in any other way the help he requires, provided that such new help apply immediately for membership in the Union, and obtain a working card from the Union before starting work. The Union will give a working card to such employee provided he has no anti-union record. Such new non-union employees shall be paid at the rate per window as provided in this agreement, less fifteen cents (15¢) per window from the date of the signing of this agreement until February 28, 1941,

less  
and/twenty cents (20¢) per window during the remainder of the contract term. The Employer shall pay to the Union fifteen cents (15¢) for each window installed by such non-union employees from the date of the signing of this agreement until February 28, 1941, and twenty cents (20¢) per window during the remainder of the contract term. The Union shall not be obligated to accept such employees as members.

5. The employer agrees to deduct the amount of dues and/or assessments at the end of each and every week, as requested in the regular weekly statement sent him by the Union, and send same to the Union in check form weekly. The Union agrees to give the Association a written consent signed by its members directly involved, authorizing and permitting said deductions to be made from their salaries.

6. The Employer agrees that upon notice from an authorized representative of the Union, the employer will discharge any employee who has ceased to be a member in good standing of the Union. The Union shall be the sole judge as to whether or not its members are in good standing.

7. It is agreed that wages and/or salaries shall be paid weekly in U.S. currency or by check. Present method of payment shall be retained. Not more than one week's pay may be held back. When wages and/or salaries are paid by check, enough time must be allowed to cash said check on date of payment.

8. All business telephone calls, and toll charges on bridges, ferries, tunnels, etc., shall be paid for by the employer.

9. The employer shall provide pins, tacks, glue and other materials necessary for the installation of displays, or in the alternative shall pay one dollar and fifty cents (\$1.50) per month to all regular window trimming employees, to be pro rated for part-time men.

10. It is agreed that the Union shall furnish union labels bearing the name of the firm at the rate of one dollar (\$1.00) per thousand to be affixed to each display installed in the lower left or right-hand corner of the face of the display with the date installed clearly marked and not to exceed two (2) square inches. Windows shall be considered incomplete without such labels and dates and within forty-eight (48) hours after a complaint has been received the employer may send the employee back to affix such label. The Employer agrees to furnish union representatives with names of employees leaving off labels and/or dates upon request.

11. Present rates of pay for all display installations, and salaries for those employees designated in this contract as salaried employees, shall not be decreased or withheld. All rights, privileges, and benefits which have heretofore accrued to and have been enjoyed by the employees and are not inconsistent with the terms of this agreement shall continue unimpaired and shall accrue to and be enjoyed by all employees present and future. Salaried employees under this agreement shall be checkers or inspectors and inside displaymen; all window trimmers shall be piece workers.

12. Work is to be divided equally at all times by the shop chairman designated by the Union, and the employer, among the regular employees. A regular employee is one employed six (6) months consecutively.

13. There shall be a general increase commencing March 1st, 1941, of five cents (5¢) on all window and interior displays over and above the rates prevailing in the contract between the parties hereto which expired July 15, 1940. This increase shall be in effect for the duration of the contract.

14. Cigar window panels shall be paid for at the rate of fifty cents (50¢) per panel, one manufacturer's brand on each panel, with a minimum of two dollars (\$2.00) per window up to February 28th, 1941, and a minimum of two dollars and five cents (\$2.05) thereafter.

15. Pick-ups of displays ordered by the employer shall be paid for at the rate of thirty-five cents (35¢). Employees shall not deliver to their employer property of other display services.

16. Show case strips shall be paid for at the rate of fifteen cents (15¢) per store and wall case panels shall be paid for at the rate of fifteen cents (15¢) per panel, two (2) for twenty-five cents (25¢), when installer is in the neighborhood.

17. Piece workers shall be paid additional car expenses as follows: From within a radius of from twenty-five (25) miles to fifty miles (50) one dollar (\$1.00); over fifty (50) miles, pro rated on the basis of one dollar (\$1.00) for each successive twenty-five (25) miles.

18. Piece workers working by the day on special work shall receive wages pro rated on the basis of forty-two (\$42.00) dollars per week. Cigar men to receive the sum of two dollars (\$2.00) per day in addition as car expenses. Piece workers shall work by the day on special work only with the consent of the Union.

19. The minimum wage for inside displaymen shall be eighteen dollars (\$18.00) per week, and for apprentices twelve dollars (\$12.00) per week. All inside displaymen shall receive a minimum weekly increase in salary of five percent (5%) over and above their present salaries, commencing March 1st, 1941, and continuing for the duration of the contract. In no event shall such increase be less than one dollar per week.

20. The rates of pay for all new windows or any rates of pay for work not mentioned in this contract shall be determined by a Shop Committee and the Employer, or failing that by actual demonstration showing the length of time which an average window trimmer working under average conditions in an average store requires to install any such display, and shall be paid at the rate of one dollar and twenty cents (\$1.20) per hour.

21. All salaried employees shall receive a minimum of one weeks vacation with full pay.

22. The following shall be recognized as legal holidays: New Year's Day, Washington's Birthday, Decoration Day, May Day (optional without pay), July 4th, Labor Day, Rosh Hashonah, (one day) Yom Kippur, Thanksgiving Day, and Christmas, for which all salaried employees shall be paid in full.

23. Eight hours per day, five days per week, and forty hours per week shall constitute a week's work for all salaried employees.

24. Any work done in excess of eight hours per day, five days per week, forty hours per week or any work done after 6 P.M. of any day, shall constitute overtime and shall be paid for at the overtime rate of time and one-half, for all salaried employees. Any work done on Saturday or Sunday shall constitute overtime and shall be paid for at the overtime rate of time and one-half for all employees.

25. No employee shall be changed from piece work to salary or vice versa without the written consent of the Employer and the Union.

26. No checker or inspector, other than those who were employed in that capacity during the contract between the parties hereto which expired July 15th, 1940, shall be permitted to install any displays whatsoever.

27. The Union agrees not to discriminate against any inspector or checker because of his activities in the course of his duties.

28. Standard crepe paper windows shall be those requiring not more than eight (8) folds of crepe paper in a model specification window; one that can be installed in sixty minutes (60) or less and involving the use of any of the following: Lathes, posters, simple counter displays, and delivery of

free goods, when installer has other reason for calling at store.

29. No member of the Union shall be employed by more than one display service at any time without the permission of the employer and the union. No employee shall leave his employment without giving his employer notice. Employees earning less than five dollars (\$5.00) a day shall give one day's notice.

30. In the event that any window trimmers are not provided with the opportunity for earning at least five dollars (\$5.00) during any day, such employees shall, upon request of the Union, be permitted by their employer to leave their regular shop temporarily to work for another employer. In such event the employer-employee relationship shall not be deemed terminated or altered.

31. In the event that the employment of a regular window trimmer is terminated for any reason whatsoever, such vacancy shall be filled with another employee, at the request of the Union.

32. Authorized representatives of the Union shall be allowed access to the payroll sheets of any individual employee covered by this agreement upon request.

33. The employer agrees that he will not enter into any individual agreement, directly or indirectly, with any of his employees whereby any of the provisions of this agreement are modified or abrogated.

34. The employer agrees that he will not discriminate in any way whatsoever against any employee because of union activity. An employee reinstated after an improper discharge, after an arbitrator selected by the N. Y. State Board of Mediation has so found, shall be paid for time lost, in accordance with the findings of the arbitrator.

35. It is agreed that all disputes, controversies, and/or disagreements of whatsoever nature which shall or may arise shall be taken up with a view to their adjustment forthwith and without delay by a Joint Labor Relations Committee composed of an equal number of representatives of the Union and the Association. Decisions reached by this Joint Labor Relations Committee shall be binding on all parties involved in such disagreement, disputes or controversies. Should the Joint Labor Relations Committee fail to adjust any such disputes, disagreements or controversies, the same shall be forthwith and without delay submitted to arbitration before an arbitrator designated by the New York State Board of Mediation. The decision of such arbitrator shall be final,

conclusive and binding on all parties involved in such matter. Decisions of the Joint Labor Relations Committee and/or any arbitrator shall be complied with within forty-eight (48) hours.

A. The Joint Labor Relations Committee shall consist of four (4) persons, two to be designated by the Union and two by the Association, and within five (5) days after the execution of this agreement, each of said parties shall designate its representatives. In the event that the Association shall fail to designate its representatives, the President and Secretary thereof, shall ipso facto become Association representatives on the Joint Labor Relations Committee; and in the event that the Union shall fail to designate such representatives, the Business Manager and President, thereof, shall ipso facto become the Union representatives on the Joint Labor Relations Committee.

B. All complaints, disputes or grievances by the Employer shall be made through the Association. All complaints by the employees or any one of them shall be made through the Union.

36. It is agreed that except as provided hereinafter there shall be no strike or lockout for the duration of this contract or any written extension thereof. In the event that an employer shall refuse to submit any dispute disagreement and/or controversy to the Joint Labor Relations Committee and/or any arbitrator as hereinbefore provided or shall fail or refuse to comply with any decision of the Joint Labor Relations Committee and/or arbitrator, the Union shall be free to take such action against such employer to safeguard its rights and the rights of its members as it may deem necessary, including striking or picketing; and in the event that the Union shall refuse to submit any dispute, disagreement and/or controversy to the Joint Labor Relations Committee and/or any arbitrator as hereinbefore provided or shall fail or refuse to comply with any decision of the Joint Labor Relations Committee and/or arbitrator, the employer shall have the same rights to safeguard his rights as he may deem necessary, including lockout.

37. No member of the Union shall be required to work in any store or any other place where installations are being made if such store or other place where displays are being installed is the object of picketing or other strike action.

38. The installer responsible for displays installed in an unsuitable manner, shall within ten (10) days after installation date, upon due

notice, retrim said window without further compensation within twenty-four (24) hours. If the condition of the window is still unsatisfactory, the said installer shall receive no compensation for installation. Inspector's and shop chairman's decisions shall be final.

39. Advertising material, merchandise, free goods, crepe paper, etc., entrusted to the care of the employee shall be accounted for daily by said employee who shall protect such material while it is in his possession. In the event that such material is lost or it is returned in an unusable condition the installer is to pay for same, at a rate to be determined between the Employer and the Shop Chairman.

40. Employees shall affix to the display installed date of installation. All employees shall respect said date and shall not remove a display until ten (10) days from said installation date.

41. All employees shall guarantee signatures appearing on dealer's receipts as bona fide and true.

42. In the event of unauthorized delivery of displays instead of installation, employees are to so mark the installation receipt.

43. All employees shall report to work at 8 A.M., provided that shop is open at that time.

44. No employee shall leave any store without first seeking the cooperation of the dealer to leave the premises in a tidy condition. Each employee shall pay for any breakage incurred by him in the pursuit of his duties unless a breakage fund has been established in his shop, in which case said breakage shall be paid for from said fund.

45. No employee shall have his work done by other employees except by permission of the employer.

46. Cause for dismissal shall be the disappointing of dealers on two (2) occasions within six (6) months without giving immediate notice to the dealers and the employer, dishonesty in connection with the employer's business, continuous unsatisfactory work, and/or repeated violations of Paragraphs #39, 40, 41, 42, 43, 44 and 45. All disputes relating to discharges as set forth herein shall be subject to arbitration as provided for hereinbefore.

47. The Union, in its sole discretion, shall take such steps as it deems advisable to discourage the practice of any employee taking business away from his employer.

48. No member of the Union shall engage in the window display installation business as a contractor while he is a member of the Union.

49. No employer may do any display work at any time and under any circumstances. This shall not apply to sample displays in employer's premises. Windows on a list previously furnished the Union shall be exceptions to this rule, but the employer trimming such windows on said list must be accompanied by a union window trimmer who shall be paid.

50. In the event of a breach of Paragraph #49, it is expressly understood and agreed that the employer's liability is limited to the sum of fifty dollars (\$50.00) for each such breach therefor as liquidated damages and not as a penalty for such breach. The Union is authorized to enter judgement for said sum in the event of such breach or for said sums in the event of repeated breaches.

51. If the Union members who are subject to this agreement are withdrawn from work upon order of the central organization with which they are affiliated, it shall not be considered a violation of this agreement.

52. It is agreed that authorized representatives of the Union shall be permitted to enter the employer's place of business at any time the shop is open, for the adjustment of dispute and grievances, to communicate with its members and/or to confer with the employer. Such representative shall announce himself and be accompanied by the employer or his representative. If his representative is not present, union representative may enter alone.

53. It is agreed that in the event the employer, in order to meet a union demand, requests an increase from a client with whom he has a contract and provided that such request coincides with union demands, the union will exert its best efforts so that the employer, as far as possible, shall not lose such contract by the client's inauguration of the client's own installation department, and in the latter event the Union will require that such client will employ only members of the Union,

54. Employers who make car expense deductions for the purpose of Social Security and other taxes shall be limited to twenty-five percent. (25%)

55. It is expressly understood and agreed that if the membership of any member of the Association is terminated for any reason whatsoever, the Union shall have the option and right to terminate at any time thereafter this agreement as between itself and such employer and this agreement shall thereafter be null and void and of no effect between the Union and such employer.

A. Should the Association acquire new members they shall be entitled to this contract upon becoming signatory thereto.

B. The Union agrees that it will not enter into any agreement with any display service containing rates of pay less than the rate of pay provided for in this agreement.

56. In the event that any member of the Association is not or refuses to become a signat to this agreement the Union shall be free to negotiate with such member of this Association an agreement covering terms and conditions of employment, and the within agreement shall not be deemed to limit or restrict in any way whatsoever any of the rights of the Union in respect to such member.

57. Any employee who shall for any reason whatsoever, serve in the United States armed forces shall be deemed to be on a temporary leave of absence and shall be reinstated with all rights and privileges including seniority status upon his application therefor.

58. Any employee who becomes a full-time paid official of the Union shall be deemed on a temporary leave of absence, to be reinstated as herein before provided.

59. The Association and the Employers, severally and individually, each one for himself, hereby obligate themselves that they and each of them will in good faith observe, abide by, carry out and live up to all the terms and provisions of this agreement and the Union obligates itself in good faith that it will observe, abide by and carry out all the terms and provisions of this agreement, it being specifically understood and agreed that the Union hereby contracts for and in behalf of itself, and that the Employers who shall have signed this agreement hereby contract severally and individually, each one for himself.

60. All members of the Union now employed by the Employers are to be continued in their employment for the life of this agreement, subject to the terms and conditions of this agreement.

61. Should any clause or paragraph in this agreement be at any time declared legally invalid same shall not affect the balance of this agreement.

62. Either party may, not later than sixty (60) days before the expiration date of this agreement request in writing the calling of a joint con-

ference for the purpose of negotiating a new contract.

63. This contract shall remain in full force and effect and shall be binding on all parties hereto, their successors, and assigns until the 31st day of July 1942.

IN WITNESS WHEREOF, the parties hereto have severally and individually executed and signed and have severally and individually affixed their seals hereunto on this \_\_\_\_\_ day of \_\_\_\_\_ 1940.

METROPOLITAN DISPLAYMEN'S ASSOCIATION, INC.

BY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WINDOW TRIMMERS AND DISPLAYMEN'S UNION OF GREATER NEW YORK, LOCAL 144, C.I.O.

BY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Retail & Wholesale #144  
N.Y.C. (210)  
X 7-31-43  
7-31-43

R15-43-43

U.S. DEPARTMENT OF LABO  
BUREAU OF LABOR STATISTICS  
WASHINGTON

May 9, 1941

**CONFIDENTIAL**

Union Exp. 9-6-43  
Un. Exp. 5-23-44

Secretary Local #144  
United Retail & Wholesale Employees  
31 E. 27th Street  
New York City, New York

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

If you have only one copy available and so designate, we shall be glad to make a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,  
*A. F. Hinrichs*  
A. F. Hinrichs

Enc. Acting Commissioner of Labor Statistics

Name of company or employers' association signing the agreement

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 15

Number of union members working under terms of agreement 160

Number of nonmembers working under terms of agreement None

Branch of trade covered \_\_\_\_\_

Date signed \_\_\_\_\_ Date of Expiration \_\_\_\_\_

Do you wish the agreement returned? Yes \_\_\_ No  Kept confidential? Yes \_\_\_ No

Doro L. Berman  
(Name of person furnishing information)

31 E. 27 St. N.Y.C.  
(Address)

Amendment & Renewal attached to back of agreement