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AGREEMENT made this 24th day of November, 1942, ^{S7}

by and between LEADER NOVELTY CANDY CO., INC., a domestic corporation, principal place of business at 311 Meserole Street, Brooklyn, New York, hereinafter called the Employer, and the WHOLESALE AND WAREHOUSE WORKERS UNION, affiliated with the Congress of Industrial Organizations as Local 65, 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:

W I T N E S S E T H:

WHEREAS, the Employer recognized the Union aforesaid as the only 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:

1. The Employer recognizes the Union as the only Union of wholesale, warehouse and processing employees in the City of New York and vicinity and agrees to deal collectively only with this Union for and on behalf of its employees, except office employees, existing members of the firm, foremen and supervisory help. The Employer agrees to recognize and deal with such representatives of the Union as the said Union may elect or appoint. Such foremen and supervisory help shall be limited to the functions of foremen and supervisors and shall not engage in any work now or formerly performed by Union members.

2. a) The Employer shall employ and retain in his employ only members in good standing of the Union, except as aforesaid.

b) Notifications from the Union in writing that an employee is not in good standing shall be sufficient to require the Employer to immediately cease dealing with and employing such employee until the employee is restored to good standing by the Union.

3. a) Should the Employer desire to hire new employees, he shall apply to the Union for such help and the Union agrees to supply such qualified help within a reasonable time. Should the Union fail to supply qualified help within forty-eight hours, after request is made, the Employer is privileged to hire such help in the open market and the Union agrees to furnish working cards. The employer shall be the sole judge of whether or not such help as supplied by the Union is qualified. However, this shall not be used by the employer to show favoritism or discrimination against such worker supplied by the Union.

4. It is specifically agreed that all wages, salaries and all other fixed financial arrangements 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.

5. All persons employed for more than three weeks shall be considered permanent employees. Permanent employees shall be entitled to seniority rights. All re-hiring and layoffs shall be done in accordance with seniority, where practical, that is, the last person laid off shall be the first to be re-hired, where practical. The Employer agrees to continually employ five Union persons in his employ. These shall constitute the basic crew and shall not be subject to layoffs at any time. SF

6. a) The Employer shall not discharge any

permanent employee for any reason whatsoever, except such as shall be guilty of theft, repeated acts of drunkenness and fighting on the floor. Any employee accused of, and discharged for any of the aforesaid acts, may, after discharge, demand and receive a hearing and decision by an Arbitrator. In the event such employee is found not guilty of the above acts, said employee shall be immediately re-instated in his former position and shall receive back pay from the date of his discharge.

b) In the event the Employer has a grievance or complaint against an employee other than the above acts, he shall notify the Union in writing and if the Union and the Employer are unable to adjust the grievance, it may be submitted to Arbitration.

c) It is distinctly understood that under no circumstances, except as set forth in 6a, will the Employee be discharged or dismissed from the premises until and unless the Arbitrator shall so decide.

d) 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 City.

7. A) The regular working hours under this agreement shall be no more than 40 hours per week and shall be divided into five days of 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 hour.

c) Should any employee work more hours than herein provided for, he shall be paid for such overtime at

the rate of time and one half. Such overtime shall not be compulsory.

d) It is agreed that any work performed on Saturday shall not be less than three hours beginning at 9:00 A.M. and shall be paid for at the rate of Time and one half.

e) It is specifically understood that Sunday and such national legal holidays as are listed in Paragraph 9 shall be days of rest, and that no work shall be performed on said days without the consent of the Union. Any work done on such days with the consent of the Union shall be paid for at the rate of double time.

8. The parties agree to submit the following questions to arbitration in the event they cannot mutually agree between themselves.

I. What shall the minimum wages be.

II. What shall the wage scale be.

III. Whether or not additional holidays with pay, if any, shall be granted.

IV. Whether or not there shall be any increased vacations with pay.

The Arbitrator shall be designated by the New York State Board of Mediation, and shall conduct hearings promptly within 10 days after notification of his designation, and any award resulting from such arbitration shall be incorporated into and made a part of this agreement, as though the same were now therein contained and shall be retroactive to October 14th, 1942. Such designation and arbitration proceeding shall not commence before the 3rd day of December, 1942, nor later than the 14th day of December, 1942. SF

9 a) If any employees work on the following national legal holidays, to wit; Thanksgiving Day, Decoration Day, Labor Day, July 4th, Christmas, New Years, they are to

receive double time as pay, for their work.

b) The above clause regarding double time, shall conform to the President's executive order and any future amendments thereto during the life of this agreement.

c) On May Day, any employees who desire to participate in a union demonstration, are entitled to a half day off, with pay.

10 a) All employees who shall have been employed for a period exceeding 1,400 working hours, exclusive of overtime for the period from September 1st, to August 30th, in each year, shall receive a vacation of at least one week with pay in advance.

b) The employer shall designate the dates of vacations during the period commonly used for summer vacations and notify the employee no less than two weeks in advance of the vacation period of any employee. He shall not, without the consent of the employee, change such date. Should a holiday with pay occur during the vacation period of any employee, such employee shall be entitled to one additional day of vacation.

11. No employee shall lose her or his position because of absence due to illness or any other unavoidable cause, provided such absence shall not continue for more than twenty four (24) weeks. The employer may require an employee to submit a medical certificate for any absence due to illness of more than three (3) days. Where physical injuries are incurred during the course of employment, the employee shall not be discharged until the expiration of the period of twelve months.

12. a) Should any dispute arise during the life of this agreement, as well as grievances, complaints,

etc., same shall be adjusted as follows: The matter first taken up by representatives of the employer and the crew steward; if such dispute cannot be adjusted by these persons, the matter shall be taken by representatives of the employer and the Union, and if no adjustment can be arrived at, the dispute shall be submitted to an arbitrator within 24 hours after written notice has been given by either side to the other of the inability to adjust; such written notice, as well as any other notice provided for in this agreement shall be given to the Union at its headquarters at 13 Astor Place, New York City, and the employer at his place of business.

12 b) The arbitrator as hereinabove mentioned, shall be selected by both sides by mutual agreement. In the event both sides fail to mutually agree on an Arbitrator within 24 hours, either party may ask the New York State Board of Mediation or the U. S. Department of Labor to appoint an Arbitrator in the matter involved. The decision of the Arbitrator shall be final and binding upon both parties and shall be duly enforceable.

c) It is specifically agreed that pending the decision of the Arbitrator there shall be no lockouts by the employer and no strikes, stoppage or cessation of work by the union, and the employees. 57

d) In the event the Employer fails to comply with any and all decisions of the arbitrator, then in that event, the Union may call a strike in the establishment of such employer and may take any action in law or in equity to enforce the rights of the Union and its members against the Employer. Should the Union fail to abide as aforesaid the employer may treat such failure as a breach of contract.

13. It is understood that no minor under the

age of eighteen years shall be employed by the Employer, except if they provide working papers, or are permitted by law to work.

14. It is understood that the Employer shall show no discrimination against or favoritism amongst his employees for Union activity or otherwise and the Union agrees that it will not show any discrimination against any employee for past non-union activities.

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

16. The employer agrees that he will not remove his factory and office outside the 5¢ fare zone of Greater New York during the time of this agreement.

17. The union representatives may visit the firm's premises for the purpose of investigation working conditions or conferring with the Employer or shop steward.

18. The Employer agrees to provide and select a suitable and accessible space to be used as a bulletin board of Union notices.

19. Any employee who volunteers or is drafted for military training or duty either by the Federal or State Government shall, immediately upon his return, if physically able to work, be reinstated to his position, with all the benefits and privileges that he would have enjoyed had his employment not been interrupted. The Employer agrees to pay to any employee who volunteers or is drafted an additional two weeks pay upon such person leaving for their term of service.

20. The Employer shall permit a four months

leave of absence without compensation for any employee upon the request of the Union for training purposes.

21. The Employer shall have the right to terminate this agreement without financial or other liability immediately after the complete liquidation or dissolution of his business. All employees shall be entitled to two (2) weeks additional pay as severance pay. In the event however, that such dissolution of business shall be due to government regulations or priorities beyond the control of the employer, the aforementioned payments need not be made.

22. This agreement shall go into effect immediately upon receipt of notifications 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 14th, 1943, and it shall be automatically renewed from year to year thereafter until notification be given in writing by either party to the other party by registered mail at least 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.

(firm) Leader Novelty Candy Co.
Inc.

(T.G.D.) by William Kastin Sr.
President

WHOLESALE AND WAREHOUSE
WORKERS UNION LOCAL NO.
65 C. I. O.

by Bob Burke
Division Secretary.