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AGREEMENT made this 27th day of January, 1943, by and between JONAS SHOPPES, Co., of 71 West 23rd St., New York City, hereinafter called the "employer", and the WHOLESALE AND WAREHOUSE WORKERS UNION, LOCAL 65, C.I.O., hereinafter called the "union".

WITNESSETH:

WHEREAS, the parties are desirous to cooperate to the end of attaining more efficient production and harmonious relations between employer and employee.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, the parties hereto agree as follows:-

1. Recognition. The employer recognizes the union as the sole and exclusive bargaining agent of its employees within the appropriate unit as hereinafter defined.

2. The Appropriate Unit. The parties agree that the appropriate unit shall consist of office, clerical and shipping employees, employed by the employer at its premises, #71 West 23rd Street, New York City, exclusive of supervisory employees, executives, administrative employees, buyers, assistant buyers, traffic managers, consultants, etc., as are more fully set forth and enumerated in Schedule A annexed hereto.

3. Maintenance of Membership. Employees who are members of the union on January 30, 1943 and/or who were members of the union before that date, and have not served notice of intention to withdraw from the union by that date, are to continue to be members in good standing of the union, during the life of this contract; it being understood that five days before January 20, 1943, notification shall be posted notifying the employees that if they are members of the union on January 20, 1943, they must continue to remain members of the union in good standing during the life of the contract.

In the event there is any dispute under this clause, the same shall be determined as a grievance pursuant to the arbitration procedure, including any and all questions as to whether or not an employee was a member of the union on the date specified and/or withdrew prior to that date.

Employees required to maintain good standing in the union under this clause, shall be discharged after one week's notice that said employee is not in good standing until said employee is restored to good standing by the union.

4. Hiring. The employer agrees to notify the union of all requirements for new help within the appropriate unit. In the event the union fails, refuses or is unable to supply satisfactory help to the employer, within twenty-four (24) hours after notification, that said help is required, that then and in that event, the employer may employ said help in the open market.

5. Seniority. The employer and the union agree that the principle of seniority wherever practical, shall be employed. The term "wherever practical" shall include seniority on a departmental or skill basis when such method is the most practical, in light of the employer's needs. This seniority principle shall be applied wherever practical in connection with lay-offs and re-hiring. The seniority principle shall not be applied in connection with promotions. It is understood and agreed that employees heretofore inducted into the armed services, are to retain their seniority rights as of the date of their original employment, and all seniority rights are subject to the rights of said former employees in the armed services to reinstatement, on their honorable discharge from such service. New employees shall not have any rights under this clause and/or under the discharge clause hereinafter set forth until after five (5) weeks of employment.

6. Discharges. The employer retains the right to discharge for cause. Cause shall include, but not be limited, by such items as:-

- (1) Dishonesty;
- (2) Disobedience to proper orders of supervisory employees;
- (3) Inefficiency;
- (4) Insubordination;
- (5) Infraction of reasonable company rules;
- (6) Lateness;
- (7) Improper absences from employment, etc.

In the event the union and the employer have any disagreement as to the propriety of the discharge, then and in that event, the matter shall be handled as a grievance under the grievance procedure hereinafter set forth.

In the event of arbitration under such grievance procedure, the arbitrator or arbitrators shall be empowered in his or their discretion, to order the employer reinstated with or without back pay or with partial back pay.

New employees may be discharged for any reason whatsoever, with or without cause during the first five(5) weeks of their employment.

7. The Working Hours. The regular working hours of the employees shall be a full week of forty (40) hours per week - five (5) days a week, Monday to Friday inclusive, which hours shall be worked on a schedule fixed by the employer, but between 8 o'clock in the morning, and 6 o'clock at night. There shall be a lunch period of one hour, which shall not be computed in hours worked. Employees who work more than forty (40) hours in any such week, shall be entitled to be compensated at the rate of time and a half for overtime. Where necessary for the employer's business, a reasonable amount of overtime shall be allowed, and employees shall be required to work such reasonable amount of overtime.

8. Wages. The minimum wage for all employees shall be Twenty (\$20.00) Dollars per week; it being understood and agreed, however, that the employer shall be allowed an adjustment period, and that said minimum wage requirement shall not be put into effect before February 15, 1943. All employees shall receive an increase as of February 1, 1943, of Three(\$3.00) Dollars per week. If, after receiving such increase, some of said employees are still below the minimum on February 15, 1943, then and in that event, said employees are to be increased in an additional amount to equal the minimum wage herein set forth.

9. Holidays. The following days shall be paid holidays:

New Year's Day,	Labor Day
Washington's Birthday	Thanksgiving,
Decoration Day,	Christmas,
July 4th,	Rosh Hashana, one day,
Yom Kippur.	

It is understood and agreed that in the weeks in which holidays fall, the employer may, in his option, because of seasonal requirements, require the employees to work one-half day on the following Saturday, and that said employees shall be paid additional compensation at straight time for said work on Saturday. In the event the employees agree to work on a holiday then and in that event, the employer shall pay for that day's work at the rate of double time. For the purposes of computing overtime, Saturday shall not be considered a holiday.

10. Vacations. All employees who have been employed for a period of one year, on September first of each year, shall receive a vacation of at least one (1) week with pay in advance. Employees, however, who received winter's vacations in December 19 42 or the winter months of 1943, shall be

deemed to have received their 1943 annual vacation, and shall not be entitled to an additional vacation until one year from the date of said vacation.

11. Absence. No employees shall be discharged because of absence due to illness or other unavoidable cause, provided such absence shall not continue for more than four (4) weeks. Where physical injuries are incurred because of employment, the employee shall not be discharged until the expiration of a period of six (6) months. No pay, however, is to be paid during any of the absences above mentioned. The employer, however, is to pay for sick leave for not more than five (5) days at half time to any one employee who has been in the employ of the company for one year or more prior to such absence, provided said employee returns to employment within the period hereinabove set forth, and continues in said employment for four (4) weeks thereafter.

12. Arbitration. (a) Should any dispute arise in connection with the interpretation of the terms of this agreement, or as a result of a dispute under any clause of this agreement, the same shall be adjusted as follows:-

The matter shall first be taken up by representatives of the employer and the Steward; if such dispute cannot be so adjusted by those persons, the matter shall be taken up 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 twenty-four (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 in this agreement, shall be given to the union at its headquarters, 104 East 9th Street, New York City, and to the employer at his place of business.

(b) The arbitrator, as hereinabove mentioned, shall be selected by both sides by mutual agreement. In the event the parties fail to mutually agree upon an arbitrator within three (3) days, then arbitration shall proceed in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.

13. No Strike Clause. There shall be no strikes or lock-outs during the term of this agreement.

14. Discrimination. Neither the employer nor the union shall restrain or coerce any employee in connection with his union activity or lack of union activity, nor shall any employee be discriminated against.

15. Visitation by the Union. The union may visit the firm's premises at reasonable times, between 9:00 A. M. and 10:00 A. M. investigating working conditions. No conferences with employees and no union activity, however, shall be conducted on company time and property.

16. Modification. It is specifically understood and agreed that this agreement may not be modified by an employee or group of employees without the joint consent of the union and the employer.

17. Bulletin Boards. The employer shall provide space for a bulletin board or shall allow posting on the present bulletin board of the company, of reasonable union notices; not more than one notice at any one time shall be posted.

18. Drafted employees. A male employee who is drafted or volunteers for military training or service in the armed forces of the United States shall, upon completion of such service or training, be restored to the exact status, including any general wage increase that he would have had if his employment had not been interrupted. Such employee, shall,

UPON LEAVING FOR SUCH SERVICE, RECEIVE A BONUS of one weeks extra pay, if they have been in the employ of the employer for a period of six months before leaving employ for such service.

19. This agreement and the provisions as to wages, etc. therein contained, shall be subject to the approval of the National War Labor Board, and no such salary increases shall be into effect and /or be paid until such approval is had.

19a. This contract shall be subject to certification of the Union within the appropriate unit of National Labor Relations Board.

20. Term of the Agreement. The term of this agreement shall be for a period of one year from January 30, 1943.

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

JONAS SHOPPES, CO.

BY:

SAMUEL JONAS

WHOLESALE AND WAREHOUSE WORKERS UNION,
LOCAL 65 CIO.

BY:

SAL FERRARA
