

Termination Mar. 31/38

37-0-266
NYC

AGREEMENT entered into the

day of

1937 by and between

hereinafter called the EMPLOYER and GASOLINE STATION ATTENDANTS UNION OF GREATER NEW YORK, LOCAL 20408, affiliated with the AMERICAN FEDERATION OF LABOR, hereinafter called the UNION.

Gas Stations

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

That in consideration of the mutual promise covenants and conditions herein contained and One (\$1.00) Dollar by each of the parties to the other in hand paid, receipt whereof is hereby acknowledged, IT IS AGREED:

FIRST: That the Employer by the terms hereof recognizes the Union as the only collective bargaining agency of all employees employed on gasoline stations in the City of New York.

SECOND: It is further agreed that the Employer shall employ only members in good standing of the said Union, and that all the employees employed and to be employed in the said gasoline station shall be hired and employed only thru the office of the Union.

- (A) The Employer agrees that all the employees now employed are to become members of the Union.
- (B) In the event of discharge of an employee for any reason, such vacancy must be filled with another member of the Union in accordance with this agreement, provided and on condition that the employer shall have the right to choose or select such employees sent to him by the Union, who shall prove satisfactory to him and adaptable to his particular station. That the trial period is for a period of one week.

THIRD: It is agreed that no employee shall be

discharged for union activities which shall in no way interfere with the proper and competent discharge of his duties of employment.

- (A) It is agreed that no employee shall be discharged because of his insistence upon the performance of the terms and conditions of this agreement.

FOURTH: The Union dues shall be collected by each employer in accordance with the check off system, and same shall be turned over to a duly authorized representative of the union.

FIFTH: In no event shall any new partnership agreement or contract or arrangement entered into for any reason whatsoever, or the addition of any new partner effect a discharge of any Union man.

SIXTH: The Union agrees upon request to furnish each employer with a Union sign which will describe, announce and advertise to the public that the gasoline station maintained, operated and controlled the employer is manned by Union men.

- ~~(A) A deposit of Three (\$3.00) Dollars will be requested of each gasoline station employer requesting such sign of the Union and upon the termination of the said agreement an amount equivalent thereto to wit, the sum of Three (\$3.00) Dollars will be paid to the owner or employer.~~

- (B) It is specifically understood that this Union sign shall at all times remain the property of the Union.

SEVENTH: All duly authorized representatives of the Union shall have the right during the usual working hours to visit the employers place of business.

EIGHTH: There shall be no strikes or lockouts

for the duration of this ~~contract~~.

NINTH: A week's work shall consist of not more than 54 (fifty-four) working hours, and no more than six (6) days per week.

TENTH: All employees receiving at the time of the signing of this agreement less than Twenty (\$20.00) Dollars shall immediately receive the minimum scale of wages of Twenty (\$20.00) Dollars per week,

- (A) This agreement shall in no way effect any of the existing scale of wages, when the same exceeds the present minimum scale of wages.
- (B) That all employees shall receive a 10% increase in wages over and above the amount of wages presently received by them.
- (C) In the event that an employee severs his relations with an employer for any reason whatsoever and even if discharged in accordance with the terms and provisions of this agreement, the new employee so hired in his place and stead shall receive wages corresponding and in an amount similar to the one replaced, and in no event shall such new employee receive less than Twenty-two (\$22.00) Dollars per week.
- (D) All extra workers either for a day or a night, one day or more are to receive Four (\$4.00) Dollars per day, unless such extra work comprises a full week of fifty-four (54) hours and in that event he shall receive the usual rate of wages hereinbefore provided.

ELEVENTH: All members employed as managers, foremen or superintendents, or in a position corresponding to managers, foremen or superintendents, shall be required to be members of the Union, and shall be subject to all the terms, conditions, provisions and covenants of this agreement.

- (A) The provision of the above paragraph shall only apply to those managers, foremen or superintendents, or person of a similar position who shall perform the duties and work of a regular gasoline attendant at a gasoline station, and shall not apply to persons designated to and occupied in a different capacity.

TWELFTH: In the event of any violation of the terms of this agreement by any of the parties hereto, then and in that event, the matter in dispute shall be submitted to a Board of Arbitration, which shall be established between the parties hereto for the purpose of adjusting, settling and adjudicating all such disputes, differences and controversies.

- (A) That the Board of Arbitration shall consist of three (3) men, one of whom shall be selected by the Employer, the other by the Union, and the third by the both so chosen.
- (B) That such controversy so submitted must be heard within twenty-four (24) hours and disposed of within forty eight (48) hours after submission.
- (C) That the decision of the Board of Arbitration shall be binding on both parties.

~~THIRTEENTH: It is understood and agreed that in the event that the Employer violates any of the terms and conditions of this agreement, that the Employer shall pay to the Union the sum of Two Hundred (\$200.00) Dollars as liquidated damages.~~

FOURTEENTH: This agreement shall terminate on the day of 193 .

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.
