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AGREEMENT made and entered into this 25<sup>th</sup> day of November, 1942, by and between HEINSHEIMER BROS. INC., a New York corporation of #48 West 38th Street, New York City, (hereinafter referred to as the "Employer"); and UNITED WHOLESALE AND WAREHOUSE EMPLOYEES OF NEW YORK, affiliated with the Congress of Industrial Organization as Local 65 of the United Retail and Wholesale Employees of America, (hereinafter referred to as the "Union");

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CONFIDENTIAL

The parties hereto hereby ratify and make a part hereof as though here at length set forth the agreement between them dated October 8th, 1940, except in the following respects:

- 1 - The following sentence shall be added at the end of paragraph "FIFTH" of said agreement:

"The Union agrees not to unreasonably withhold permission to such employee to work for the employer."

- 2 - Paragraph "SEVENTH" of said agreement is eliminated, and in lieu thereof the following is substituted:

"At all times during the term hereof, seventeen (17) employees occupying positions set forth in Schedule "A" shall constitute a basic crew. By "basic crew" it is intended to mean the minimum number of employees to be employed by the employer at any period during the term hereof. However, and notwithstanding the foregoing, if conditions as affecting the employer or the employer's affairs warrant or justify any employee or employees being laid-off, thereby reducing the number of said employees below said seventeen (17), the employer shall have the right to lay-off same, and if the Union objects thereto then within ten days from such lay-off, either party hereto may demand arbitration under and in accordance with paragraph "NINETEENTH" hereof as to the number under seventeen (17) so layed-off. The employer is privileged to, at any time or times, lay-off any employee or employees in excess of said seventeen (17) without objection by the union.

- 3 - Paragraph "NINTH" of said agreement is amended in the following respects:

- (a) The last sentence of said paragraph "NINTH" commencing with the words "should any employee suffer..." is eliminated.
- (b) Wherever the words "two (2) months" appear in said paragraph "NINTH" the same shall be deemed to read "six (6) months".
- (c) The following sentence shall be added at the end of paragraph "NINTH" of said agreement:

"No employee shall be entitled to the first week's salary as aforementioned unless he shall have been in the employ of the employer for more than three (3) months next preceding the commencement of such illness".

- 4- Paragraph "TENTH" of said agreement is eliminated, and in lieu thereof the following is substituted, all to the end of eliminating surplus verbiage, same being without prejudice to the employer:

"During the term of this agreement, the Union shall not call any strike (sympathetic or otherwise) or declare any lock-outs or otherwise interfere with the conduct of the business of the employer in any manner whatsoever or for any thing whatsoever, except for the breach of the terms of this agreement, and then only after the same shall have first been determined by arbitration as herein provided".

- 5 - So much of paragraph "ELEVENTH" of said agreement as reads "eighteen (18)" is eliminated, and in lieu thereof there is substituted "sixteen (16)".
- 6 - So much of paragraph "FIFTEENTH" of said agreement as comprises the last sentence thereof, commencing with the word "Furthermore" is eliminated, to the end of eliminating surplus verbiage, same being without prejudice to the employer.
- 7 - So much of paragraph "SIXTEENTH" of said agreement as comprises the fourth sentence thereof, commencing with the words "This agreement" and ends with the words "in any year" is eliminated, and in lieu thereof the following is substituted:

"This agreement and all of the terms, covenants and conditions hereof shall continue in full force and effect for a period of two years from the date hereof, except that on or about October 25th, 1943, the union and the employer shall meet to determine what, if any, wage and minimum wage adjustment there shall be for the period from October 25, 1943 to October 25, 1944. Should the Union and the employer disagree on such wage adjustment then the matter shall be submitted to arbitration as provided in Paragraph 19th hereof. If this agreement expires during the period of the duration, then this agreement shall be deemed automatically extended for a period of one year, and successive periods of one year each thereafter if any such expiration date occurs during the duration, provided, however, that at the end of any such yearly expiration date the employer and the union shall meet to determine what, if any, wage adjustment there shall be for the ensuing year. Should the union and the employer disagree on such wage adjustment, then the matter shall be submitted to arbitration, as provided in paragraph "NINETEENTH" hereof."

- 8 - The following sentence shall be added at the end of Paragraph "TWENTIETH" of said agreement:  
"The benefits under this agreement shall accrue to and enure in favor of any employee effected by the provisions of this paragraph".
- 9 - The following paragraph shall be deemed added as paragraph "TWENTY-FIRST" of said agreement:

"All rehiring and lay-offs shall be done in accordance with seniority wherever practical, that is, the last person hired shall be the first to be laid-off; the last person laid-off shall be the first to be rehired".

- 10- The following paragraph shall be deemed added as paragraph "TWENTY-SECOND" of said agreement:

"The union and the employer regard favorably the proposition of giving a bonus to any employee hereafter inducted into military service. Therefore, the parties hereto agree that where any such employee is hereafter inducted into military service, he shall receive the following bonus:

If any such employee has been employed by the employer between six (6) months and a year, he shall receive one (1) week's additional pay; and if such employee has been employed by the employer between one (1) year and

three (3) years he shall receive two (2) weeks additional pay; and if such employee has been employed by the employer for more than three (3) years, he shall receive such bonus as the employer in its sole and uncontrolled discretion may decide, but not less than three (3) weeks additional pay, and such decision of the employer shall not be disputed or arbitrated.

- 11 - The following paragraph shall be deemed added as paragraph "TWENTY-THIRD" of said agreement:

"The provisions of paragraph "SIXTH" hereof shall apply only to those employees who have been employed by the employer for more than one (1) month, it being understood and agreed that any new employee may be discharged by the employer, for any reason whatsoever, at any time during the trial period of one (1) month".

- 12 - Schedule "A" hereto annexed is to be deemed to supercede and be in lieu of the Schedule "A" annexed to said agreement dated October 8th, 1940.

- 13 - Paragraph "THIRD" of said agreement is eliminated, and in lieu thereof the following is substituted:

"The parties hereto agree that they will negotiate the matters of minimum wage and wage adjustments, if any, for those covered by this agreement, and if agreement thereon is not reached by or before December 31st, 1942, either party hereto may demand arbitration of same under and in accordance with paragraph "NINETEENTH" hereof. An increase in wages, if any, shall be subject to due approval by the governmental authorities having jurisdiction over same. If so determined and approved, such increase in wages shall be retroactive to ~~the date~~ <sup>12/16, 1942</sup> hereof, and in the interim the present wages shall be paid. M.W. D.E.

- 14 - The following paragraph shall be deemed added as paragraph "TWENTY-FOURTH" of said agreement:

"In any and every arbitration hereunder, only one (1) single minimum shall be determined, the parties hereto agreeing that only one (1) or single minimum shall be applicable to all those covered by this agreement, and that there shall be no classification or classifications of employees. The parties hereto further agree that in such arbitration evidence may be adduced as to the respective demands and offers made as to minimum and wage adjustments. An increase in wages, if any, shall be subject to due approval by the governmental authorities having jurisdiction over same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25<sup>th</sup> day of November, 1942.

HEINSHEIMER BROS. INC.

Seal

By MITCHELL WEIL  
As Treasurer

UNITED WHOLESALE AND WAREHOUSE  
EMPLOYEES OF NEW YORK, LOCAL 65

Seal

By IRVING LEBOLD D.S.

SCHEDULE "A"

*Cherns*  
Douglas  
Eisenberg  
Fingerhut  
Familio  
Kronish  
Kass  
Lechner  
Lederman  
Levien  
Lavigni  
Marks  
Robinson  
Rosenmertz  
Solowitz  
Scherr  
Simon  
~~Shitzer~~  
Volaski  
Wadler  
Winkleman  
M. W.  
D. E.

RIDER #1

IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL GO INTO EFFECT AS OF THE DATE FIRST ABOVE WRITTEN IMMEDIATELY UPON RECEIPT IN WRITING BY THE EMPLOYER FROM THE UNION TO THE EFFECT THAT THIS AGREEMENT HAS BEEN DULY RATIFIED.

BY MITCHELL WEIL

HEINSHEIDER BROS. INC.

BY IRVING LEBOLD

WHOLESALE & WAREHOUSE WORKERS  
UNION LOCAL 65 CIO