

R15-41-21

Retail (CIO) # 65
N.Y.C.

8-9-41?

CONFIDENTIAL

A G R E E M E N T, made this 9th day of August, 1940 by and between Van Brode Milling Co., Inc., hereinafter called the "EMPLOYER," and the UNITED WHOLESALE AND WAREHOUSE EMPLOYEES OF NEW YORK, affiliated with the Congress of Industrial Organizations as Local 65 of the United Retail & Wholesale Employees of America, hereinafter called the "UNION," for and in behalf of itself, and in behalf of the individuals set forth in the Schedule hereunto annexed.

1. The Employer recognizes the Union on behalf of the individuals set forth in the annexed schedule and agrees to deal collectively only with this Union for and in behalf of said individuals and such other individuals that may become members. The Employer agrees to recognize and deal with such representatives of the Union as the said Union may elect or appoint. The Union agrees not to accept or receive as members any of the Employees of the Employer for a period of four (4) weeks from the effective date of this agreement. Thereafter the Employer shall only recognize the Union for and on behalf of any new employees provided the Union notified the Employer by registered mail within twenty-four hours when they shall have received a new employee of the Employer.

2. The Employer agrees to employ or reinstate without prejudice of seniority, the employees in order as set forth in the Schedule hereunto annexed for the various departments. Such Union employees of the Packing Department who cannot be re-employed under date this agreement comes into effect, shall receive one-half day's pay in lieu of reinstatement and lay off. Nothing herein contained shall be deemed as to require the Employer to re-employ all the people contained in the schedule but shall be construed as requiring the Employer to employ in order set forth in the schedule such employees as it may require.

3. The work week shall consist of forty-two (42) hours per week of five (5) days for the employees engaged in the Packing Department and forty-two (42) hours per week for all other employees. The employees working on the packing and filling of cellophane bags shall receive the sum of three (\$.03) cents per case, each case consisting of twenty-four (24) bags of four or four and a half ounces and four (\$.04) cents per case, each case consisting of twenty-four bags of eight ounce size. The employees working on the packing of

individual packages shall receive thirty (\$.30) cents per case, each case consisting of two hundred packages or eight (\$.08) cents a case of fifty packages.

4. An Employee shall be asked to report for work, opportunity shall be given to the Employee to be continuously employed for a period of four hours and if the Employer shall be unable to give continuous employment for four hours, the employee shall be credited with a half day's pay.

5. As to the Employees whose salary is not provided for hereinabove, their salary shall be as in the manner set forth in the schedule annexed hereto.

6. Should the Employer desire to hire new employees replacing any of the employees set forth in the schedule annexed hereto, he shall replace those employees of non-union help with people of his own selection and as to those who are members of the Union, he shall apply to the Union for such help and the Union agrees to supply such qualified help within twenty-four (24) hours. All employees that may be necessary beyond those set forth in the schedule, except office employees, the Employer shall apply to the Union and the Union agrees to supply such qualified help within twenty-four (24) hours.

7. It is specifically agreed that all wages, salaries, commissions 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, except as to the employees whose rate of compensation has been specified in this agreement.

8. All persons employed for a period exceeding eight weeks in one calendar year, shall be considered permanent employees, but shall be entitled to seniority rights. All lay-offs shall be done in accordance with seniority, to wit, the last one laid off shall be the first one re-hired. The employees set forth in the annexed schedule to be laid off and re-hired in accordance with the seniority therein set forth.

9. The Employer shall have the right to discharge for cause. In the event any employee so discharged shall feel aggrieved thereby, the matter must be submitted for arbitration in the manner hereinafter provided. In the event that any of the employees engaged in the packing department shall fail to produce a minimum quota of 350 cases of the large bags and 400 cases of the

small bags per week, such non-production shall be deemed cause for discharge.

10. Should any employee work more hours than herein provided for, he shall be entitled for such overtime at the rate of time and a half. Overtime shall not be compulsory, except on government orders.

11. The minimum wage for employees working on the guns shall be sixteen (\$16.00) Dollars per week and shall be increased to Eighteen (\$18.00) per week after three months of employment.

12. The Employer agrees to pay employees full salary for the following holidays, as if they worked thereon: New Year's ^ADay, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and two (2) days for the Jewish Holidays to the Jewish employees.

13. The Employer retains the right to discharge for just cause. In the event of a desire to discharge, the Employer shall notify the Union in writing in advance of such desire to discharge.

14. All employees who have been employed for a period of six months on September 1st in each year, shall receive a vacation of at least one day for each month beyond six months, but not exceeding one week. Payment for the vacation shall be made in advance. The Employer shall have the right to prescribe the vacation period.

15. A. Should any dispute arise during the life of this agreement, as well as grievance, complaints, etc., same shall be adjusted as follows: The matter shall first be taken up by representatives of the Employer and the Shop Steward; if such dispute cannot be adjusted by these 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 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 its place of business.

15. 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 twenty-four hours, either party may ask the U.S. Department of Labor or the American Arbitration Association to appoint an Arbitrator, and such appointee shall be the Arbitrator in the matter involved. The decision of the Arbitrator shall be final and binding upon both parties and shall be fully enforceable.

15. C. It is specifically agreed that pending arbitration, there shall be no lockout by the Employer and no walk-out or strike called by the Union.

15. D. It is agreed that time is of the essence in any arbitration and both parties will exert their best efforts to obtain a speedy decision.

16. Both parties to this agreement shall comply with all the decisions of the Arbitrator and may take any action in law or in equity to enforce its rights.

17. It is understood that the Employer shall show no discrimination against its employees for union activities or otherwise.

18. The Union's representative may visit the firm's premises for the purpose of investigating working conditions or conferring with the Employer or employees, not during business hours.

19. This agreement shall go into effect as of the date first written immediately upon receipt of notification in writing by the Employer from the Union to the effect that this agreement has been ratified and shall continue in full force and effect for a period of one year from the said date. The Employer contemplates moving his plant from the City of New York within the year, and accordingly, it is agreed that if the Employer shall move his plant to a place beyond the City of New York, requiring the employees to spend more than ten (\$.10) cents for one way fare from New York City to get to the place of employment, then this agreement shall immediately come to an end and the effective date of termination shall be the date of moving. If this agreement shall be in force on January 1st, 1941, either side shall have the right to ask for a modification for the wages or rate of pay herein provided and in the event that the Union and Employer cannot agree upon such modification, the matter shall be submitted to arbitration in the manner herein provided and the decision of

the Arbitrator shall be final. During this arbitration there shall be no lock-out or strike. The Award of the Arbitrator shall become operative retroactively three (3) months after the effective date of this agreement.

20. Notification 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 such employee until the employee is restored to good standing by the Union.

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

FIRM:

BY David Brodie

UNITED WHOLESALE AND WAREHOUSE EMPLOYEES OF
NEW YORK, LOCAL 65, U.R.W.E.A, C.I.O.

BY Philip Manheim

Business Agent