

How come, after more than 5 years, they still owe me money I rightfully deserve?

Since I started to work as a **משגיח** for a well known Kashrus organization in New York City, Until **פסח** 2001, I got paid for **הכשרה לפסח** were I worked: \$120 for the 1st hour, and from the 2nd hour on - \$60 per hour. This arrangement was explained to me by the previous **משגיח**... And, I was paid accordingly for the **הכשרה לפסח** 1998, 1999 & 2000. After 3 consecutive years, there was no reason for me to believe there was going to be a change in my “employment’s terms & conditions” & salary in 2001.

On April 5th 2001, I worked from 7am to 8pm. 13 hours of **הכשרה** work.

On April 23rd 2001, I was paid \$840 (120 + (60x12) for it.

** When a form requesting a payment is submitted, the RC review it before passing it on to the accounting department. At the time he didn’t think it was a mistake (because there was none)...

A few weeks later (after I was paid already (& after, of course, I performed the job) I was told by my RC (Rabbinic Coordinator), I must give back **\$540**... because this amount was paid by mistake. After the RC explained to me what was the “mistake”... I returned the “extra”. The June 15th 2001 “Mashgiach Payments” statement showed the payback.

582064	5/22/01	Special Production
* RFR was overpaid \$540 for pesach		

The reasoning Why the organization picked \$540... is irrelevant. The emphasis here is on the fact that I was not told in advance that after 3 years of work the payment will be significantly lower.

At the time (in 2001) I didn’t make too much of a Big Deal. People who heard the story said it was stupid &/or naïve on my side to return the money I honestly & rightfully earned. But, I trusted my RC, when he said it was a “mistake” (his explanations made sense to me at the time (But weren’t satisfying, due to the fact I should have been told **before** I perform the job, that there was going to be a change in the rates, & let me decide if I would work or not, under the “new terms”).

I believe it was around that time that the executive chef realized she is free now to take advantage of the fact the establishment she represents pays a good amount of money for the **השגחה** (as the RC told me one, we shouldn’t hurt the goose who lay the “Golden Eggs” (meaning, we shouldn’t be so strict)... AND, because of that, the organization will do almost everything to satisfy the establishment & the chef (who were Never satisfied enough), even if the Kashrus policies of the organization had to be bent here and there...

In some point my RC & I agreed to call-in another RC (who has more experience in the issue we have problems with) to mediate. The mediator spoke words of wisdom, and offered the “Back-Off Plan”. I agreed immediately... But, to my disappointment, my RC refused!!!

For the following year (2002), I knew that I am not going to work in the **הכשרה**, for a lower payment... and I was still somewhat upset over the previous year’s events.

Just before **פסח** 2002, I took 3 weeks pre-approved vacation, from my work. At first, I didn’t notice it... But, after I returned to work, someone told me the 4 days of the **חג** (1, 2, 7, & 8th day), shouldn’t have counted as a vacation... & I should be entitled for an extra 4 days vacation... or, the equivalent amount of money (pay per day times 4). At the time, I earned \$134.61 per day times 4 = **\$538.44**.

When I brought it to the attention of my RC, He refused to hear about it... Claiming it is part of my employment’s terms & conditions (which I never heard of).

Needless to say, the **משגיח** who substituted for me in 2002... got the full payment for the **הכשרה** hours, base on the 120/60 rates, as I originally got in 2001.

Right around **פסח** time (2002), things started really to deteriorate in the way Kashrus was handled by the organization; Leniencies I have never heard of, started piling on the way I managed the **השגחה** at the place (which was previously acknowledged by my RC to be on a trusted high standard). I got almost 0% back-up from my RC. It seemed to me that the RC & the Chef made a deal to kick me out.

On September 30th 2002, I sent to my RC the famous (& painful) “7 page letter” (which parts of it may be exposed in the future, to explain and describe the atmosphere that was created, by the RC, following the major changes (in a very short time) he placed in the Kitchen; It was pretty clear someone (the Lady Chef) is involve behind the scenes.

Resignation was almost inevitable.

Before I took the next step... I met with a Rabbi who used to work for the Kashrus department, in a higher position, who also quit his job (for another Kashrus opportunity). I shared with him the **כשרות** problems I experienced, and told him about the new way (leniencies) my RC chose to take. The Rabbi agreed with me, there is no doubt it is against the organizations Kashrus policies, and some "leniencies" are even against **הלכה!**

In November 2002, I gave up, and resigned. I couldn't perform my job properly anymore... when all Kashrus problems were being settled behind my back, between the RC & the Chef. I resigned, but not before I met with the head of the Kashrus department, to make sure he knows why I am resigning. For some reason I still hoped he will straighten things up once and for all, for the best interest of the **כשרות** (in just a few years time, I was the 3rd or the 4th **משגיח** to quit the job, which paid nicely. (1 **משגיח** I was told, was fired). To my surprise the head of the Kashrus department showed me some sympathy, and said he is aware about the difficulties I went through (during the 3+ years I worked there). He also said he will try to help me get the money they owe me (in June 2004, I reminded him I hadn't gotten the money yet).

In 2003, being in touch with the **משגיח** who took over, I was curious to see what he will get when **פסח** and the **הכשרה** days will come. Not to my surprise, the organization had an altogether different arrangement (after the **משגיח** insisted to get paid base on the 120/60 rates... and got hundreds of dollars more. Basically he got (I don't know it for sure, But I believe what he told me) a sum closer to the original rates. That year (2003), I was involved with some **פסח** work... and again I had a problem getting the hourly rates that was traditionally given to that particular job. Only **after** the job was performed... the RC claimed the terms were different. Weeks later I was paid in-full for that small job.

My RC was/is a good hearted man that was a hostage of the executive chef... acting (almost) always at her will.

In November 2006... after seeing the Head of the Kashrus Division on the train few times... (Sigh) I mustered up the courage to approach him, and remind him his organization still owes me more than \$1000 (actually 538.44 + 540 = \$1078). Few days later, I got a call from my ex-RC... letting me know they will send me a \$500 check.

Of course I was happy to hear the news... & said:

It's better late than never... and better something than nothing.

On December 7th 2006... check #63064 was issued to me on the amount of

Five Hundred Dollars And 00 Cents

For

פסח 02

I want to make it clear... I am not asking for any interest for the **הלנת שכר**... the principal is enough!

So, after the above payment (4½ year late), the principal for the work I did, stands at **\$578*** (1078-500)

I just want justice! We'll see when/if the remain will be paid.

”צדק צדק תרדוף למען תחיה וינשת את הארץ אשר ה' אלקיך נתן לך”

* Truth is... they owe me hundreds of dollars more... for working on **חגים**... But I've given up on that