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Amendment

Agreement, made this day of, 196....., between
 RETAIL SHOE EMPLOYEES UNION, LOCAL NO. 1268, and RETAIL SHOE
 EMPLOYEES UNION, LOCAL NO. 287, both chartered by the RETAIL, WHOLESALE
 AND DEPARTMENT STORE UNION, affiliated with the American Federation of Labor
 and Congress of Industrial Organizations, (herein severally and collectively desig-
 nated as the "Union" or "Unions"), for and on behalf of each of the said Unions
 and each of the workers, present and future, now or hereafter employed by the Em-
 ployer, (herein referred to as the "workers"), and

 a partnership a corporation, doing business under the name of

 (herein designated as the "Employer").

WITNESSETH:

1. The collective bargaining agreement between the parties dated....., 196....., is hereby extended in all its terms, conditions and provisions from September 1st, 1962, until August 31st, 1965, except for the modifications hereinafter set forth, which shall be deemed incorporated in and part of the said agreement.

2. Article "VII", paragraph (i) of the said agreement is hereby modified to read as follows, effective September 3, 1962:

(i) At the request of the Employer, full time workers (other than office workers and warehouse workers) may work the sixth day of the week, consisting of five, six or eight hours thereon, and shall be compensated therefor at their regular rate of wages per hour, subject, however, to the provisions of applicable law. The hours of work shall be continuous.

3. Article "VIII" of the said agreement is hereby modified to read as follows:

(a) Effective September 3, 1962, the weekly wage of managers shall be increased \$..... per week. Effective September 2, 1963 the weekly wage of managers shall be increased \$..... per week. Effective August 31, 1964 the weekly wage of managers shall be increased \$..... In addition, their commissions on their respective sales per week shall be the same as the then current commissions being paid to full time shoe sales clerks hereunder.

They shall also be paid the current commissions being paid to managers on store volume at the time of the execution of this agreement.

(b) Effective September 3, 1962, the weekly wage of assistant managers shall be increased \$..... per week. Effective September 2, 1963, the weekly wage of assistant managers shall be increased \$..... per week. Effective August 31, 1964, the weekly wage of assistant managers shall be increased \$..... per week. Effective August 31, 1964, assistant managers who receive less than a \$5.00 weekly differential between their weekly wage and the then minimum weekly wage of full time shoe sales clerks (other than trainees) shall receive an additional weekly wage increase of \$1.00. In addition, their commissions on their respective sales per week shall be the same as the then current commissions being paid to full time shoe sales clerks hereunder.

(c) Effective September 3, 1962, full time shoe sales clerks (other than trainees) shall receive a minimum weekly wage of \$....., provided, however, that those then earning \$..... or more weekly, shall receive a weekly increase of \$..... Effective September 2, 1963, the minimum weekly wage and the weekly wage for all such full time shoe sales clerks (other than trainees) shall be increased \$..... Effective August 31, 1964, the minimum weekly wage and the weekly wage for all such full time shoe sales clerks (other than trainees) shall be increased \$..... In addition, their commissions on their respective sales per week shall be as follows:

Effective Sept. 3, 1962	Effective Sept. 2, 1963	Effective Aug. 31, 1964
.....% to \$.....% to \$.....% to \$.....
.....% from \$..... to \$.....% from \$..... to \$.....% from \$..... to \$.....
.....% from \$..... to \$.....% from \$..... to \$.....% from \$..... to \$.....
.....% on the balance% on the balance% on the balance

(d) Effective March 18, 1963, shoe sales clerks (other than trainees) shall receive a minimum daily wage of \$..... and a minimum nightly wage of \$..... Effective November 4, 1963, the minimum daily wage and the daily wage for all such shoe sales clerks (other than trainees) shall be increased \$.40 per day and the minimum nightly wage and the nightly wage of all such shoe sales clerks shall be increased \$.20 per night. Effective August 31, 1964, the minimum daily wage and the daily wage for all such shoe sales clerks (other than trainees) shall be increased \$.40 per day and the minimum nightly wage and the nightly wage for all such shoe sales clerks shall be increased \$.20 per night. In addition, they shall receive the then current commissions being paid to full time shoe sales clerks hereunder.

(e) Effective September 3, 1962, full time cashiers, bookkeepers, porters, stockboys, shipping clerks, wrappers and hosiery and bag saleswomen (other than trainees) shall receive a minimum weekly wage of \$....., pro-

vided, however, that those then earning \$..... or more weekly shall receive a weekly increase of \$2.50. Effective March 2, 1964, the minimum weekly wage and the weekly wage for all such workers (other than trainees) shall be increased \$2.50 per week. Effective August 31, 1964 the, minimum weekly wage and the weekly wage for all such workers (other than trainees) shall be increased \$2.50 per week.

(f) Effective March 18, 1963, cashiers, bookkeepers, porters, stockboys, shipping clerks, wrappers and hosiery and bag saleswomen (other than trainees) shall receive a minimum daily wage of \$....., and a minimum nightly wage of \$..... Effective November 4, 1963, the minimum daily wage and the daily wage for all such workers (other than trainees) shall be increased \$.30 per day and the minimum nightly wage and the nightly wage for all such workers shall be increased \$.15 per night. Effective August 31, 1964, the minimum daily wage and the daily wage for all such workers (other than trainees) shall be increased \$.35 per day and the minimum nightly wage and the nightly wage for all such workers shall be increased \$.15 per night.

(g) In addition to the wage herein provided, all hosiery and bag saleswomen (including trainees) shall be paid the current commissions being paid to hosiery and bag saleswomen at the time of the execution of this agreement.

(h) Effective September 3, 1962, full time office workers shall receive a minimum weekly wage of \$....., provided, however, that those then earning \$..... or more weekly shall receive a weekly increase of \$2.50. Effective March 2, 1964, the minimum weekly wage and the weekly wage for all such office workers shall be increased \$2.50 per week. Effective August 31, 1964, the minimum weekly wage and the weekly wage for all such office workers shall be increased \$2.50 per week.

(i) Effective September 3, 1962, full time warehouse workers shall receive a minimum weekly wage of \$....., provided, however, that those then earning \$..... or more weekly shall receive a weekly increase of \$2.50. Effective March 2, 1964, the minimum weekly wage and the weekly wage for all such full time warehouse workers shall be increased \$2.50 per week. Effective August 31, 1964, the minimum weekly wage and the weekly wage for all such full time warehouse workers shall be increased \$2.50 per week.

(j) The minimum weekly wage for full time trainee shoe sales clerks hired on or after March 18, 1963 shall be as follows: starting rate, \$15.00 weekly less than the then current minimum weekly wage for full time shoe sales clerks, plus a \$5.00 weekly periodic wage increase after each three months of employment, but not exceeding three such \$5.00 weekly periodic wage increases. In addi-

tion, they shall receive the then current commissions being paid to full-time shoe sales clerks hereunder.

(k) Effective March 18th, 1963, the minimum wage for day and night trainee shoe sales clerks, cashiers, and hosiery and bag saleswomen shall be \$1.00 less per day and \$.50 less per night than the then current minimum wage for non-trainee day and night workers in their respective categories. Day trainees shall receive increases of \$.35 per day after three (3) months employment; \$.30 additional per day after six (6) months employment; and \$.35 additional per day after nine (9) months employment. Night trainees shall receive increases of \$.20 per night after three (3) months employment; \$.15 additional per night after six (6) months employment; and \$.15 additional per night after nine (9) months employment. In addition, they shall receive the then current commissions being paid hereunder to full time workers in their respective categories.

(l) The minimum weekly wage for full time trainee cashiers and hosiery and bag saleswomen hired on or after March 18th, 1963, shall be as follows: Starting rate \$9.00 weekly less than the then current minimum weekly wage for full time cashiers and hosiery and bag saleswomen, plus a \$1.00 weekly periodic wage increase after each month of employment, but not exceeding nine such \$1.00 weekly periodic wage increases.

(m) Trainees hired prior to March 18, 1963, shall continue on their respective progression schedules in effect when hired.

(n) Anything herein contained to the contrary notwithstanding, in addition to their respective periodic wage progression increases provided hereunder, full time, part time and extra trainees shall also receive the same respective wage increases provided hereunder for non-trainee full time, part time or extra workers in their respective categories, as applicable, when and as given to the latter.

(o) For the purposes of the application of the minimum wage rates for trainees, trainees shall be credited with their length of employment in the respective category with the Employer and any other employer in the retail shoe industry.

(p) For the purposes of the application of the trainee program in the retail shoe industry, the Employer shall, promptly upon request, furnish to the workers a detailed statement concerning length of employment, either by letter or by a standard method inaugurated in the retail shoe industry.

(q) The minimum wages of regular workers employed by the Employer at the time of the signing of this agreement, in addition to the commissions, shall be in accordance with Schedule "A" hereto annexed.

(r) The minimum wage scales as herein fixed and the wages of any worker earning in excess of such minimum wage scale shall not be reduced during the life of this agreement.

(s) No overtime shall be worked except with the permission of the Union's duly authorized representative.

(t) Any work in excess of the normal work day or normal night work as herein provided, and any work in excess of the normal work week as herein provided, and any work before the regular opening hours and after the regular closing hours of the store as herein provided, is and shall be considered overtime work. Overtime work shall be compensated at the rate of one and one-half times the regular rate of wages per hour, except as herein otherwise specifically provided.

(u) Workers who work three days or more weekly shall be paid pro rata in accordance with the minimum weekly wage and commission scales herein fixed for their respective classifications.

(v) The wage increases hereunder shall be paid in connection with overtime work, only if performed on or after March 18, 1963.

(w) Only full time workers who work for six weeks or more during the period from September 3, 1962 to March 18, 1963 shall receive the wage increases provided hereunder retroactively. The wage increases provided hereunder shall, in any event, be paid to all workers for work performed after March 18, 1963.

4. The third sentence of Article "IX", paragraph (a) of the said agreement is hereby modified to read as follows, effective February 22, 1964:

Workers cannot be required to work on Washington's Birthday; those who do work shall, in addition to being paid for such holiday, be paid one and one-half times their regular wage for an eight hour day.

5. The second sentence of Article "IX", paragraph (b) of the said agreement is hereby modified to read as follows:

Should any worker desire not to work on the eve of such religious holidays, such eve shall constitute his evening off for that week and he shall have the right to leave the store two hours prior to sundown; sundown shall be determined as published in the New York Times.

6. The first sentence of Article "X", paragraph (c) of the said agreement is hereby modified to read as follows:

Full time workers employed for ten years (effective January 1, 1965, eight years) or more, prior to January 1st in any year of this agreement shall receive an additional continuous week's vacation with full pay in each such year of this agreement, so that they shall receive three weeks' vacation with full pay during each such year of this agreement.

7. Article "X", paragraph (h) of the said agreement is hereby modified to read as follows:

(h) In the event that any worker leaves his position or is discharged or dismissed and has received sick leave in excess of his pro rata sick leave hereunder, then there shall be deducted from such worker's accrued vacation pay hereunder an amount equal to such excess sick leave pay paid him hereunder.

8. The first sentence of Article "XIII" of the said agreement is hereby modified to read as follows:

The Union shall furnish to the Employer its Union shop cards which the Employer shall display prominently in its stores.

9. Article "XIX", paragraph (b) of the said agreement is hereby modified to read as follows:

(b) Workers dismissed by reason of the closing or sale of a store shall receive their accrued vacation pay and unused sick leave pay as herein provided, plus severance pay equal to two weeks' base pay for five years' employment and one additional day's base pay for each additional year's employment, but not exceeding three weeks' severance pay.

10. The first sentence of Article "XXIII" of the said agreement is hereby modified to read as follows:

On the fifteenth day of each and every month during the term of this agreement, the Employer shall pay and contribute to the Retirement Fund of Retail Shoe Employees, 36 West 44th Street, New York 36, N. Y., the sum of eight dollars (effective January 1, 1964, ten dollars) per month for each full time worker employed by the Employer for not less than 90 days.

11. Article "XXVII" of the said agreement is hereby modified to read as follows:

This agreement shall be effective as of September 1st, 1962 and shall terminate on August 31st, 1965.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed by their duly authorized officers the day and year first above written.

RETAIL SHOE EMPLOYEES UNION
LOCAL No. 287

RETAIL SHOE EMPLOYEES UNION
LOCAL No. 1268

By

By

EMPLOYER

.....

By

NOV 8 1964 R. O

Agmt. No. 6911
x 8/62

AGREEMENT FIELD FOLLOW-UP

Date 9/17/64 Region New York ✓

Company name and location	Union (as of contract on file)	No. of wkrs.	Eff. date	Exp. date
<p>Shoe Retailers League, Inc. Mr. Theodore Riley 60 East 42nd Street New York 17, N.Y. Telephone: Murray Hill 2-7054</p> <p>Note: Mr. Landers' unit needs the new contract to include in the Guaranteed Wage Study.</p>	<p>Retail, Wholesale: Retail Shoe Est. Union locals 1268 + 287</p> <p>Local 287: #5 Fourth Ave. Borough of Brooklyn</p> <p>Local 1268: #27 Union Square Borough of Manhattan</p>	<p>1,000</p> <p>(please indicate current employment)</p>	<p>9-59</p>	<p>8-62</p>

Remarks: Received contract from the Assn. May 1962. Correspondence indicated that approx. 200 employers enter into contracts with said unions, they are engaged in the retail shoe business in the five boroughs of New York City, Nassau and Suffolk Counties. (A list of these employers would be helpful.)

We have sent a follow-up request to the Assn. 5/19/64 and initial requests to the individual unions 5/63, 10/63 + 4/27/64. To date we have had no response.

Regional Office Reply:

See attached sheet

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SHOE RETAILERS LEAGUE, INC. (agmt. #6911)

Mr. Theodore Riley was contacted to obtain a list of employers covered by the agreement with Local 1268 and 287. The names of the employers are confidential and will not be released. The contract covers approximately 240 employers with 650 stores employing over 1000 workers. The agreement provided an \$8 increase over three years: \$3 the first year, \$2 the second year and \$3 the third year. The increase was applied in cash or on the commission rates depending upon the conditions of each employers

TW
T. Wakin

*Note: agreement was received from the union.
See note in agreement #6912
TW*