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AGREEMENT

between

San Francisco Retailers' Council

and

**Retail Shoe & Textile
Salesmen's Union**

Local No. 410, R.C.I.A.

As an employe you are requested to cooperate with the Union and your employer jointly to carry out the terms and spirit of this agreement.

Company

October 15, 1958

FOREWORD

This booklet is issued for the information of the executives and employes of the firms who have become parties to this agreement, so that they may become thoroughly familiar with the terms thereof and carry it out both in spirit and in letter.



SAN FRANCISCO RETAILERS' COUNCIL

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AGREEMENT

PREAMBLE

This agreement is made and entered into on this 15th day of October, 1958, by and between the San Francisco Retailers Council, for and on behalf of its member stores listed in Appendix "A" attached hereto, and Retail Shoe and Textile Salesmen's Union, Local 410, chartered by the Retail Clerks International Association AFL-CIO.

Section 1. RECOGNITION

A. The Union is recognized as the sole collective bargaining agency for all San Francisco employes employed at the San Francisco stores of the employers, except for executives as defined in Section 2 (Definition of Executives), and for the classifications listed in Appendix "B."

B. The Council is recognized as the sole collective bargaining agency for the employers.

C. "Council" means San Francisco Retailers Council.

D. "Union" means Retail Shoe and Textile Salesmen's Union, Local 410, R.C.I.A.

E. "Employers" or "stores" means members of the Council and parties to the agreement.

F. Where "employer" is used in the singular it shall be deemed to refer to a single employer, member of the Council, and the context of the sentence in which it is used shall be deemed to refer to such employer's own employes employed at a San Francisco store, or to a single employe of such employer.

Section 2. DEFINITION OF EXECUTIVES

A. An executive is defined as an employe having the duty and responsibility of directing the operation of a store, or a selling or non-selling department, or sub-division thereof, and who customarily and regularly exercises discretionary power and, except for executives employed in an administrative capacity, must customarily and regularly direct the work of other employes and have the authority to hire and fire other employes, or be an employe whose suggestions and recommendations as to hiring and firing, and as to advancement or promotion, or any other changes of status of the employe, will be given particular weight.

B. Executives shall receive not less than \$5.00 per week above

the minimum contract weekly straight-time wage scale of the department in which they work.

Section 3. UNION MEMBERSHIP

A. There shall be no discrimination by an employer against any employe or applicant on account of membership in or activity on behalf of the Union.

B. Those employes who are members of the Union, or who become members, must continue their membership in good standing for the life of the present agreement as a condition of employment. "Good standing" for the purpose of this agreement shall mean that the employe shall tender in accordance with applicable law the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 4. CHECK-OFF OF UNION DUES

A. During the term of this agreement the employer on the first pay day of each month will deduct from the earnings of regular employes, upon proper written authorization, such deductions as are certified to the employer by the Secretary of the Union as due and payable as Union membership dues.

B. Any authorizations for such payroll deductions shall be voluntary on the part of the employe.

C. Any amount so deducted shall be forwarded to the Union within 10 days after such payroll deduction.

D. Individual authorizations shall be furnished the employer upon the form set forth in Appendix "C" hereof.

E. The Union agrees to hold the employer harmless from loss or damage from any judgment of a court of competent jurisdiction, and from any order of the Labor Commissioner, or other agency of government, in connection with or arising from any deduction made pursuant to this agreement.

Section 5. UNION-EMPLOYER RELATIONS

A. In the interest of promoting a harmonious relationship mutually beneficial to the employers and to the Union, the employers agree to present all new regular employes with a copy of this agreement, and such employes will be asked to cooperate with the Union and the employers jointly to carry out the terms of the agreement.

B. Any act of any employer, representative of the Union, or any employe that is interfering with the faithful performance of this agreement, or a harmonious relationship between the employers and the Union, may be referred to the Adjustment Board for such action as the Adjustment Board deems proper, and is permissive within this agreement.

C. The mutually agreeable system that has been worked out between the employers and the Union to permit the Union activities of receiving complaints and collecting dues during store hours shall be continued. It is understood, however, that such activities shall be conducted at reasonable times and so as not to interfere with the conduct of the employer's business or to interrupt or interfere unreasonably with the performance of work.

D. Duly authorized representatives of the Union, not on the payroll of the employers, shall be permitted to visit the stores for the purpose of observing working conditions, and to see that the agreement is observed; provided that such visits shall not be made during rush hours, and that the time of such visits shall first be arranged with the employer. The employers agree to cooperate in arranging for such visits at reasonable times and to name 2 or more persons in each store, each of whom shall have the authority to make arrangements for such visits.

E. The employer shall provide in each store a bulletin board, or boards, conveniently located, for the posting of notices of official business of the Union. The Union agrees that it will not distribute literature within the store.

Section 6. DESIGNATION OF EMPLOYES

A. For the purpose of this agreement employes are designated as regular employes or extra employes. They are defined as follows:

(1) A regular employe is one that has been employed by an employer for at least 65 working days within a period of 12 consecutive months.

(2) An extra employe is one who has been employed less than 65 working days within a period of 12 consecutive months or who is employed primarily for night and Saturday work or Christmas work.

a. Extra employes employed primarily for night and/or Sat-

urday work, and who work a schedule of 18 hours or less per week shall not acquire regular status.

b. Extra employes who are hired as Christmas extras, and so designated, and whose Christmas work commences on or after the 15th day of October of each year, and complete their Christmas work period by January 15 of each following year shall not receive the status of regular employes unless they work in the period following January 15.

Section 7. EMPLOYMENT DATE

A. It is understood in the application of this agreement that an employe's employment date shall date from the beginning of his employment with his employer, and not from the signing of this agreement.

B. In establishing the contractual employment date of a regular employe the employer shall use the most appropriate of the following methods:

(1) Where employment has been continuous the date of employment shall be the first day worked during the employe's most recent employment with the employer.

(2) Where employment with the employer has not been continuous the date of employment shall be 65 working days, based on a 5 day work week, prior to the 65th day worked by said employe during said year.

C. For the purpose of this section the word "continuous" shall be construed to mean employment not broken by absence from work of longer than 1 week (5 consecutive working days).

Section 8. PROBATIONARY PERIOD

Any person hereafter entering employment of any employer shall be required to serve a probationary period of 65 working days and his employment may be terminated by the employer (except for Union membership or activity) within the probationary period. The right of appeal from such termination of employment, as provided by Section 29 (Processing of Complaints and Disputes) hereof, shall not be impaired by this subdivision, but upon such appeal the Adjustment Board shall adopt as a rule of practice that the grounds for termination of employment of a probationary employe are not limited strictly to the grounds specified in Section 17 (Discharge of Employes) hereof.

Section 9. CLASSIFICATION CARDS

A. Each regular employe shall be provided with a card setting forth his name, classification of work, department and physical location, wage, date of employment, and whether scheduled to work 40 hours or less per week.

B. Not more frequently than once each week, and upon the written request by the Union to the store, the Union will be mailed duplicate copies of all new classification cards, excepting those employes whose primary duty consists of one or a combination of the following: personnel interviewers, personnel record clerks, payroll clerks, secretaries to executives above the department manager level.

C. New classification cards will be given each employe when transferred to a new classification.

D. The reclassification of an employe, made as a result of a complaint of improper classification, shall not be effective retroactively beyond the date employe was placed in the disputed classification, or the date not more than 60 days prior to the claim of misclassification, whichever period is shorter, provided that this 60 days limitation shall not be applicable unless the employer shall have complied with Sub-sections A, B and C of this section.

Section 10. WORK SCHEDULES

A. The maximum straight-time work-week shall consist of 40 hours to be performed within 5 days, between Monday and Saturday, both inclusive, and the maximum straight-time work-day shall consist of 8 hours.

B. The employer shall have the right to schedule employes days off.

C. Employes shall be placed on a straight-time schedule of hours. Before any change is made in any regular employe's schedule, 1 week's notice shall be given to the employe affected, except in cases of emergency or where the change is mutually agreed to by the employer and the employe affected.

D. It is understood that the daily schedule of work hours for all employes shall be either 4, 5 or 8 hours per day, except for students when they are limited by State law to less than 4 hours of work. This does not preclude a short-hour employe from working 1 or more 8 hour days during a work week. When a regular employe begins a day's work he shall not be laid off before the

scheduled day's work is completed; provided, however, it is not intended that the employer shall be precluded from laying off a regular employee for any 1 or more days of such regular employee's schedule.

E. Any employe who reports for work upon the direction of his employer shall be given not less than 4 hours work for each of the days he is directed to report, provided that in the event that less than 4 hours work is available he shall be given not less than 4 hours pay, and provided further that this shall not apply in the case of students who because of school requirements are unable to work 4 hours a day. Each store may employ 2 such students and 1 additional student for each 100 additional employes.

F. Other than the provisions of this section, no designation in this agreement of any type of employes shall be understood to guarantee any fixed amount of employment.

G. No employe shall be required to work a shift extending for a period in excess of 8 hours and 45 minutes, where a 45-minute meal period is taken, or 9 hours where a 1-hour meal period is taken, without the payment of overtime.

Section 11. OVERTIME

A. The following shall be considered overtime work and shall be paid for at the rate of one and one-half times the straight-time rate of pay:

- (1) Work in excess of 8 hours per day,
- (2) Work in excess of 40 hours per week,
- (3) Work performed in excess of a regular employe's straight-time schedule.
- (4) Work performed on the 6th day of work in a calendar week,
- (5) Work performed in excess of 5 hours from the beginning of the work day without a lunch period,
- (6) Work performed on Sundays or the holidays specified in Section 14 (Holidays) hereof,
- (7) For regular employes, work in excess of 4 days in a holiday week,
- (8) Work performed before 8 a.m. and after 6:30 p.m., except that on Saturdays, major sales days (not to exceed 6 per year per store), during the week preceding Easter, and during the period

between Thanksgiving and Christmas, overtime shall be paid for work performed before 8 a.m. or after 7 p.m.

B. Overtime for employes working on a commission basis:

(1) For services rendered by a commission selling employe during his scheduled hours he shall be paid the higher of the two following totals:

- a. The total of the minimum weekly or monthly guaranteed pay and overtime computed at the overtime rate provided by this Section 11 (Overtime);
- b. The total of all incentives earned.

(2) Any overtime worked by any commission selling employe outside of his scheduled hours shall be paid for in addition to his regular earnings at the overtime rate provided by Section 11-A (Overtime) or the total of all incentives earned during such overtime period, whichever is higher.

C. Exceptions to the payment of overtime are as follows:

(1) All sales or transactions are to be completed if they are taking place at the normal quitting time, or at the time the person is due to go to lunch, without the payment of overtime.

(2) All extra employes may be required to work at the employer's discretion not more than a total of 4 6-day weeks of not more than 5 hours per day at straight-time within the 4 weeks immediately preceding Easter and the 4 weeks immediately preceding Christmas. It is agreed that no extra employe will be required to work more than 4 such straight-time weeks in any 1 calendar year.

(3) The provisions of Section 11 (Overtime) shall not apply to those employes whose work must necessarily be performed in whole or in part before 8 a.m. or after 6:30 p.m., or 7 p.m., as the case may be, such as:

- a. Mail openers and distributors, sales audit clerks, cash register readers, stock distributors.
- b. All wrappers, packers, parcel post and delivery employes who on major sales days (not to exceed 6 per year per store), during the week preceding Easter, and during the period between Thanksgiving and Christmas Eve, are required to report for duty after 1 p.m.
- c. Extra wrappers, packers, parcel post and delivery employes who on Saturday are required to report for duty after 1 p.m.
- d. Employes required for inventory work on 2 nights a year.

(4) The provisions of Section 11 (Overtime) for overtime after 6:30 p.m., or 7 p.m., as the case may be, shall not apply to 1 scheduled night per week when the store is open to the public for selling.

(5) The provisions of Section 11 (Overtime) for the payment of overtime after 6:30 p.m., or 7 p.m., as the case may be, shall not apply to Christmas extras.

(6) Outside salesmen, collectors, appraisers and adjusters shall be exempt from all limitations of hours except where required to do inside work.

D. There shall be no pyramiding of overtime.

E. Employes may work overtime only when previously authorized by the employer.

Section 12. SUPPER MONEY

Employes required to work after 6:30 p.m., when the store is generally open to the public for business, shall receive \$1.50 supper money; provided however, on Saturdays, major sales days (not to exceed 6 per year per store), during the week preceding Easter and during the period between Thanksgiving and Christmas Eve, this supper money shall be paid for work after 7 p.m., except that this provision shall not apply on any night to those employes who, because of the nature of their work, normally work after 6:30 or 7 p.m. on nights when the store is not open to the public for business. Christmas extras shall not receive supper money.

Section 13. MEAL PERIODS

The meal period for all full-time employes shall be 45 minutes (or 1 hour when mutually agreeable). The meal period shall be scheduled between the second and fifth hour from the start of the straight-time work shift.

Section 14. HOLIDAYS

A. Sunday and the following holidays shall be observed: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. When a holiday falls on Sunday it shall be observed on the following Monday.

B. There shall be no deduction of pay of a regular employe for observance of a holiday, although not actually worked, pro-

vided such employe has reported for work on his scheduled working day before and after the holiday. Such employes shall be deemed to have reported for work if absence on the day before and/or after said holiday is due to express permission of the employer or his representative, or due to bona fide illness; it is understood that in order to qualify for holiday pay an employe must be at work on at least 1 work day during the week in which the holiday falls. Any regular employe laid off the day prior to or the day following a holiday shall receive pay for said holiday.

C. Four days shall constitute a week's work in any week in which a holiday falls, provided, however, that extra employes may work 5 days at straight-time in a holiday week.

Section 15. VACATIONS

A. All regular employes who have been in the service of the employer continuously for 1 year shall be granted a minimum of 1 week's vacation with full pay. All regular employes who have been in the service of the employer continuously for 2 years shall be granted a minimum of 2 weeks vacation with full pay. All regular employes who have been in the service of the employer continuously for 5 years shall be granted a minimum of 3 weeks vacation with full pay. It is understood where practicable that 3 weeks vacation shall be taken without a break in the vacation period.

B. In cases where stores have more favorable vacation policies said policies shall continue.

C. Vacations shall be granted between April 1 and September 30, or at other times if mutually agreeable; however, it is understood that where it is not practicable for an employe to be scheduled for 3 weeks vacation without a break, he may be required to take 1 week's vacation between January 1 and March 31.

D. Any employe entitled to a vacation when he resigns or is laid off or discharged shall receive it regardless of the time of the year.

E. Effective for vacations commencing on or after October 1, 1958, 1 week's pay for vacation purposes shall be 2% of the total earnings of the employe for the preceding calendar year, or his current straight-time rate of pay, whichever is the greater.

(1) If absence in the preceding calendar year exceeds 23 working days, pay for the vacation period shall be 2% of the total

earnings of the employe for the 12 months preceding the vacation period.

F. When a holiday, as provided in Section 14 (Holidays) falls during an employe's paid vacation, he shall receive an additional day's vacation for such holiday.

Section 16. LEAVES OF ABSENCE

A. Leaves of absence shall be granted at the discretion of the employer, and where so granted shall be in writing and employes shall be assured of a return to their employment without loss of standing. The employer shall grant reasonable requests for leaves of absence on account of personal sickness or sickness or death in the immediate family of the employe. Leaves of absence because of personal sickness shall be limited to 1 year.

B. Regular employes who have had 3 years continuous service with the employer shall be entitled to maternity leaves of absence of not more than 9 month's duration.

C. Union representatives of not more than 10 in number from all stores, shall be entitled upon written application to leaves of absence; such leaves to be limited in duration to the term of this agreement.

Section 17. DISCHARGE OF EMPLOYES

A. An employer shall have the right to discharge any employe for unbecoming conduct, insubordination, incompetence, dishonesty, neglect of duty, failure to perform work as required not contrary to the terms of this agreement, failure to observe safety rules and regulations, which are in effect and in force uniformly and without discrimination, or failure to observe the employer's store rules which shall be conspicuously posted, and which shall not be contrary to nor in violation of this agreement.

B. All notices of discharge shall be given in writing. Upon request by an employe, he shall be informed orally by his employer of the ground of discharge.

Section 18. SENIORITY

A. The employer is obligated to recognize the principle of seniority in laying off or rehiring regular employes. The principle of seniority shall prevail and control in such layoffs or rehiring

where, in the judgment of the employer, merit and ability are equal. In exercising such judgment the employer is obligated to do so fairly, reasonably and impartially, and is further obligated to take into consideration the relative merit and ability of employees with experience in the same type or types of work, and such consideration shall not be limited to the employees in a particular department affected.

B. If an employe is transferred from one department to another, he shall not lose, but shall retain, all seniority rights.

C. The provisions of this section shall not apply to probationary employes, except that such employes when laid off shall be offered employment for which they are qualified before any new probationary employes are hired for such work.

D. Where an employe is entitled to recall to work from a lay-off and cannot be contacted by telephone, the employer will notify the employe of availability of work by written communication to his last home address on file with the employer.

E. Seniority shall be terminated by:

- (1) Voluntary quit.
- (2) Discharge for cause.
- (3) 12 consecutive months of unemployment.
- (4) Failure to return to work from layoff within 3 working days of mailing notification by registered mail by the employer to the employe's home address.

Section 19. ASSIGNMENT OF WORK

A. The employer may require sales employes to do non-selling work within the following limitations:

(1) Such assignments shall not be made during peak selling hours.

(2) Such assignments shall not include work in the reserve stock or marking room areas during selling hours, other than doing preparatory work for regular inventory periods.

B. The employer may temporarily assign non-selling employes to do selling work during peak hours or seasons.

C. The common interest of the employer and of the selling employes in the enjoyment by the latter of all reasonable and equitable opportunities of effecting sales shall be recognized in all such assignments.

Section 20. CONTRIBUTIONS TO CHARITY

All contributions to charity shall be voluntary.

Section 21. RECORD OF COMPENSATION

Each employe at the time he receives his compensation shall be provided with a record of such compensation showing the straight-time and overtime hours worked and all deductions made. Any employe covered by a commission plan shall be furnished at the time commissions are paid with a record of his net sales for the commission period involved and, upon his request, shall be furnished a statement of the aggregate deductions for returns for any commission period in question.

Section 22. FIDELITY BOND PREMIUMS

The employer shall pay all premiums for fidelity bonds required by the employer.

Section 23. LEASED AND SUB-LEASED DEPARTMENTS

The provisions of this agreement shall apply to all departments leased or sub-leased to others.

Section 24. SELLING INCENTIVES

A. The selling incentive plans that were agreed to between the stores and the Union and became effective March 1, 1955 shall remain in effect. Copies of the individual store selling incentive plans are on file in the offices of the Union, the Council and individual stores. These plans shall be subject to the following understanding:

(1) The employer may adjust the quotas or commission rates under these plans but the quotas as so adjusted shall not be higher than, nor the commission rates as so adjusted lower than, the quotas or commission rates in effect under the plan as of March 1, 1955.

(2) In a store or department where a new incentive plan has been effectuated since March 1, 1955, or a new incentive plan is put into effect at a future time, the employer may adjust the quotas or commission rates under such new incentive plan, but the quota so adjusted shall not be higher than, nor the commission rate as so adjusted, lower than the quota or commission rates specified under the new commission plan as of the date it was adopted.

(3) It is agreed that a joint committee will be established to study the commission plans of the various member stores and where inequities are found to exist in certain departmental incentive plans, this committee will work in good faith with the store and attempt to work out a solution which will eliminate the inequities. Should the committee be unsuccessful in its attempt, the matter will be referred back to the negotiating committee and a decision thereafter by that negotiating committee will be binding on both parties.

B. Regular employes scheduled to work a full work week of 40 hours, and who are working on a commission basis where the guaranteed rates of pay are charged against their commission earnings, will have their monthly commission earnings in excess of their guaranteed rate of pay increased by the amount of $6\frac{1}{4}\%$. For the purpose of this provision commission earnings do not include PM's, prize monies, etc., or production bonus earnings against which the guaranteed rate of pay is not charged.

C. No returned merchandise shall be charged against a salesperson unless such salesperson has made the sale. No heavy merchandise returned after 90 days following its delivery to the customer shall be charged against the sales of any salesperson and no other merchandise returned after 60 days following its delivery shall be charged against the sales of any salesperson.

D. In no event will holiday and/or vacation pay be charged against commission earnings.

E. Where a salesperson fills a phone order or mail order he shall be credited with such sale.

F. A commission period shall not be longer than 1 calendar month, and deficiencies shall not be carried over from one month to the next.

G. A PM shall not be charged against a Shoe Fitter or regular salesperson's drawing account. A PM is a specified non-recurring sum of money fixed by management for selling a designated item of merchandise, payable in addition to compensation from commissions or drawing account.

Section 25. EXECUTIVE SELLING ACTIVITIES

A. Executives making sales shall enter the same on a department book; such sales to be divided equally among the employes in the department, provided, however, that where executives have their own books this principle shall not apply.

B. In the application and interpretation of paragraph A above the following general rules of guidance and practice shall be followed:

(1) That executives shall not take unfair advantage of their position in making sales by any of the following practices:

a. Intentionally sending or directing salespeople to leave the selling floor or to perform non-selling work in order to enable said executives to make sales to the detriment of salespersons.

b. Making sales themselves and/or crediting or turning over said sales to a person or persons selected by them to be written up, thereby depriving other salespersons in the department of the opportunity of an equitable division of sales opportunities within the department.

c. Unduly or unreasonably appropriating to themselves the opportunity to wait on customers or to fill mail or phone orders to the exclusion of other salespersons in the department where such salespersons are available for such work.

(2) The issuance hereafter to executives of their own books shall not be unreasonably extended to defeat the purpose of paragraph A above.

Section 26. DEPARTMENT HEADS, ASSISTANT BUYERS AND HEADS OF STOCK.

Department heads, assistant buyers, and heads of stock not falling within the definition of "executive" as set forth in Section 2 (Definition of Executives) shall receive not less than \$5.00 per week above the minimum wage scale in the department in which they work, and shall be covered by all of the terms of this agreement.

Section 27. HOSPITAL, MEDICAL, SURGICAL AND LIFE INSURANCE BENEFIT PLAN

A. The Union and the employer have agreed to provide a hospital, medical, surgical and life insurance program for all employees covered by this contract; said plan to be paid for by the employer.

B. Eligibility:

(1) In order to be eligible for hospital, medical, surgical benefits in any month an employee must:

a. Be a regular employee as of the first day of the month.

b. Have worked or been paid for 80 hours or more in the preceding calendar month.

An eligible employe absent because of illness or disability shall continue to be covered under the plan by the employer up to a maximum of 90 days during such illness or disability.

(2) Employes who are eligible under (1) above may cover their dependents for hospital, medical, surgical benefits at their own cost.

(3) All employes eligible under (1) above who have been on the regular payroll of an employer for a minimum of 6 months shall be covered for life insurance benefits.

C. Benefits:

(1) Effective October 1, 1958, eligible employes will have the choice of selecting either of the following:

a. Schedule of benefits contained in Blue Cross contract No. 888, plus major medical benefits equal to those provided in Massachusetts Mutual Life Insurance Company policy No. 4232.

b. Schedule of benefits provided in Kaiser Foundation health plan program No. 54.

(2) Eligible employes will be covered by \$1,000.00 life insurance provided and paid for by the employer.

D. Administrative Details:

(1) A committee of equal representation will be appointed to supervise the operation of the plan and will meet monthly for this purpose.

(2) A jointly prepared booklet will be issued describing in detail the benefits and operation of the plan.

(3) Each insurance carrier will furnish the stores with the following claims information on each claim filed by one of its employes:

a. Name;

b. Nature of claim in detail;

c. Amount compensated for by carrier.

This information is to be forwarded to the Union for those employes in the bargaining unit.

(4) Employes on termination of employment may at their own expense convert to Blue Cross or Kaiser direct pay coverage.

Section 28. SICKNESS PAY BENEFITS

A. The employer agrees to provide eligible employes with sickness benefits in accordance with the Memorandum of Understanding between the Union and the Council dated July 22, 1958.

(1) The following are the maximum periods of weekly sickness pay benefits per calendar year in accordance with said Memorandum of Understanding and constitute the maximum liability of the employer for 1 calendar year for any illness or disability:

Period of Continuous Employment	Number of Weeks Full-Pay Benefits	Number of Weeks Half-Pay Benefits
a. 6 months or more, but less than 1 year	2	2
b. 1 year or more, but less than 3 years	4	4
c. 3 years or more, but less than 5 years	8	8
d. 5 years or more	13	13

(2) An employe's maximum benefits shall be based on the total period of continuous employment as of the time of each illness or disability.

Section 29. PROCESSING OF COMPLAINTS & DISPUTES

A. There shall be no strike or lockout during the life of this agreement.

B. An Adjustment Board consisting of 3 representatives of the Council and 3 representatives of the Union shall consider all complaints and disputes arising from the terms of this agreement, all questions and interpretations of the agreement, and discharge cases. All discharge cases must be appealed to the Board within 4 days from the date of discharge, otherwise the right to appeal is lost. The Adjustment Board shall have no authority to negotiate a new agreement. The Adjustment Board is expressly empowered to determine with respect to any complaint that may arise, whether or not certain types of operations now classified require an actual practice and performance of work beyond the ordinary and usual work described and referred to by said designations, or the performance of work of a special kind of skill and responsibility and, if so, to create and establish proper classification and scale for the same and, in so doing to invoke all of this section.

C. Any matter referred to the Adjustment Board shall be

taken up by the Board within 7 calendar days after written notice by either party. If the Board is unable to reach a settlement within 7 calendar days thereafter, the matter shall be submitted for disposition to an impartial arbitrator, mutually acceptable to both parties. In the event the parties are unable to agree upon an arbitrator, he shall be selected by lot from among the following: Messrs. Robert E. Burns, Sam Kagel, J. Keith Mann, Arthur M. Ross, Hubert Wyckoff. 52
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D. No arbitrator shall be chosen to serve in two consecutive arbitrations unless by mutual consent of the parties.

E. An arbitrator shall have no power to add to, subtract from, change, or modify any provision of this agreement, but shall be authorized only to interpret the existing provisions of this agreement and apply them to the specific facts of the complaint or dispute. 52

F. Any decision made by a majority of the Adjustment Board, or as a result of arbitration, shall be accepted as final and binding. Any expenses incurred as the result of arbitration shall be borne one-half by the Union and one-half by the employer. 4

Section 30. WAGE RATES AND JOB CLASSIFICATIONS

A. No contract wage rate herein provided shall be considered as other than a minimum rate, and no wage rate being paid to an individual employe as of the date of this agreement above the minimum provided herein for the classification in which the employe is working shall be reduced.

B. Rates of pay under the progression schedules shall be as follows:

(1) Inexperienced employes may be hired at the lowest rate of pay of the progression schedule for their classification of work.

(2) An experienced employe who has had comparable experience in the retail and department store industry equivalent to the completion of a 65-day progression step, or steps, within the progression schedule for his classification of work, may be hired at the rate of pay for the progression step equivalent to his past experience, but such employe shall not be entitled to the highest rate in the progression schedule until the completion of 65 working days.

(3) The rates of pay as established in (1) and (2) above will also apply to extra employes working less than 18 hours per

week. Such employes shall receive progressive wage increases in accordance with the progression schedules in their classification, except that they shall not be entitled to progress to the highest rate of pay of the progression schedule of their classification of work.

(4) The rates of pay as established in (1) and (2) above will also apply to Christmas extras. Such employes shall not receive progressive wage increases during the period of their Christmas employment.

C. An employe who works more than 50% of the time in any one day in a classification calling for a higher rate of pay than his regular rate shall be paid for the entire day at such higher rate.

D. The following are the agreed grades, job classifications, progression schedules, minimum hourly, weekly, and monthly wage rates thereof, and special working conditions as listed under the job classifications so noted, effective June 1, 1958:

I. SCHEDULE FOR SELLING CLASSIFICATIONS

Grade 1

	Hourly	Weekly	Monthly
1st 65 days	\$1.175	\$47.00	\$203.67
2nd 65 days	1.405	56.20	243.53
Thereafter	1.52	60.80	263.47

A. Smallwares & Miscellaneous

1. Pet supplies
2. Stationery
3. Toys

B. Women's Wear

1. Brassieres
2. Handkerchiefs
3. Jewelry, costume

Grade 2

	Hourly	Weekly	Monthly
1st 65 days	\$1.225	\$49.00	\$212.33
2nd 65 days	1.4575	58.30	252.63
Thereafter	1.57	62.80	272.13

A. Smallwares & Miscellaneous

1. Athletic goods
2. Books
3. Cameras and supplies

4. Clocks and watches
5. Cosmetics and toiletries
6. Cutlery
7. Luggage
8. Photograph sales

B. Women's Wear

1. Children's wear (2 to 6)
2. Coats, popular priced
3. Corsets, popular priced
4. Dresses, house
5. Dresses, popular priced
6. Girls' wear
7. Gloves
8. Handbags
9. Hosiery
10. Infants' wear
11. Lingerie and robes
12. Millinery
13. Neckwear
14. Sportswear
15. Suits, popular priced

C. Men's and Boys' Wear

1. Furnishings and accessories, boys'

D. Home Furnishings

1. Gifts, fine
2. Hardware
3. Homeware
4. Wheel goods

Grade 3

	Hourly	Weekly	Monthly
1st 65 days	\$1.30	\$52.00	\$225.33
2nd 65 days	1.49	59.60	258.27
3rd 65 days	1.56	62.40	270.40
Thereafter	1.635	65.40	283.40

A. Women's Wear

1. Bridal dresses and accessories
2. Combination (nurses, infants', maternity and corsets)
3. Coats, higher priced
4. Corsets, fitted
5. Dresses, higher priced

6. Furs
7. Jewelry and/or watches, fine
8. Junior sizes, dresses, coats and suits
9. Suits, higher priced

B. Men's and Boys' Wear

1. Clothing, boys
2. Furnishings and accessories, men's
3. Hats and caps

Grade 4

	Hourly	Weekly	Monthly
1st 65 days	\$1.40	\$56.00	\$242.67
2nd 65 days	1.60	64.00	277.33
3rd 65 days	1.68	67.20	291.20
Thereafter	1.77	70.80	306.80

A. Men's and Boys' Wear

1. Sportswear, men's

B. Home Furnishings

1. Radios

Grade 5

	Hourly	Weekly	Monthly
1st 65 days	\$1.45	\$58.00	\$251.33
2nd 65 days	1.65	66.00	286.00
3rd 65 days	1.73	69.20	299.87
4th 65 days	1.82	72.80	315.47
Thereafter	1.92	76.80	332.80

A. Women's Wear

1. Shoes, women's and children's

B. Men's and Boys' Wear

1. Clothing, men's
2. Shoes, men's and boys'

II. SCHEDULE FOR NON-SELLING CLASSIFICATIONS

Grade A

	Hourly	Weekly	Monthly
1st 65 days	\$1.25	\$50.00	\$216.67
Thereafter	1.445	57.80	250.47

1. Office and Clerical

- a. Cash register reader

- b. File clerk
- c. Office boy
- 2. **Merchandise Handling**
 - a. Bundle carrier
 - b. Errand boy
- 3. **Customer Service**
 - a. Checker, hat and package

Grade B

	Hourly	Weekly	Monthly
1st 65 days	\$1.25	\$50.00	\$216.67
2nd 65 days	1.45	58.00	251.33
Thereafter	1.545	61.80	267.80

- 1. **Office and Clerical**
 - a. Credit authorizer
 - b. Junior clerk
 - c. Receptionist
 - d. Typist
- 2. **Merchandise Handling**
 - a. Stock clerk, forward
- 3. **Customer Service**
 - a. Fitting room checker
 - b. Floor wrapper
 - c. Information clerk
 - d. Repair clerk, glove, hosiery

Grade C

	Hourly	Weekly	Monthly
1st 65 days	\$1.25	\$50.00	\$216.67
2nd 65 days	1.52	60.80	263.47
Thereafter	1.62	64.80	280.80

- 1. **Office and Clerical**
 - a. Appliance service clerk
 - b. Auditing clerk, comptometer, adding machine, etc.
non-statistical
 - c. Cash checker
 - d. Copy machine operator
 - e. Invoice clerk
 - f. Order clerk
 - g. Sales auditor
 - h. Stock control clerk

- i. Traffic office clerk
- j. Tube room cashier
- 2. **Merchandise Handling**
 - a. Delivery wrapper
 - b. Merchandise marker
- 3. **Customer Service**
 - a. Floor cashier
 - b. Return merchandise clerk

Grade D

	Hourly	Weekly	Monthly
1st 65 days	\$1.25	\$50.00	\$216.67
2nd 65 days	1.52	60.80	263.47
Thereafter	1.68	67.20	291.20

- 1. **Office and Clerical**
 - a. Addressograph operator
 - b. Duplicating machine operator
 - c. Key punch operator
 - d. Stenographer
 - e. Transcribing machine operator
- 2. **Customer Service**
 - a. Adjustor, bill and/or merchandise
 - b. Credit interviewer
 - c. Monogramming machine operator
 - d. Order clerk, mail and/or telephone
 - e. Receiving cashier
 - f. Shopper, personal
 - g. Special duty
 - h. Telephone operator
 - i. Women's alteration hand

Grade E

	Hourly	Weekly	Monthly
1st 65 days	\$1.25	\$50.00	\$216.67
2nd 65 days	1.565	62.60	271.27
Thereafter	1.76	70.40	305.07

- 1. **Office and Clerical**
 - a. Billing machine operator
 - b. Bookkeeper

- c. Bookkeeping machine operator
 - d. Calculating machine operator—statistical
 - e. Multigraph operator & typesetter
 - f. Payroll clerk
 - g. Secretary
 - h. Statistician
 - i. Tabulating machine operator
2. **Merchandise Handling**
 - a. Stock clerk, reserve
 3. **Customer Service**
 - a. Art instructor
 - b. Collection clerk
 - c. Fitter, women's wear
 - d. Repair clerk, electric shavers
 - e. Spotter and inspector, women's wear
 4. **Publicity and Advertising**
 - a. Artist, junior
 - b. Copywriter, junior
 - c. Model

Grade F

	Hourly	Weekly	Monthly
1st 65 days	\$1.25	\$50.00	\$216.67
2nd 65 days	1.61	64.40	279.07
Thereafter	1.85	74.00	320.67

1. **Customer Service**
 - a. Presser, hand—women's wear

Grade G

	Hourly	Weekly	Monthly
1st 65 days	\$1.25	\$50.00	\$216.67
2nd 65 days	1.67	66.80	289.46
Thereafter	1.97	78.80	341.47

1. **Merchandise Handling**
 - a. Delivery Packer
 - b. Parcel post clerk
2. **Publicity and Advertising**
 - a. Artist, senior
 - b. Copywriter, senior
3. **Miscellaneous**
 - a. Supply clerk

III. SCHEDULE FOR GENERAL UTILITY EMPLOYEES

	Hourly	Weekly	Monthly
1st 65 days	\$1.35	\$54.00	\$234.00
2nd 65 days	1.53	61.20	265.20
3rd 65 days	1.59	63.60	275.60
Thereafter	1.65	66.00	286.00

General Utility employes shall be those employes not definitely regularly assigned to specific duties in any selling or non-selling department. They may be used at the discretion of the employer in any department of the store and for any duties, either selling or non-selling, as the occasion arises. The number shall not exceed 5% of the total number of employes covered by this agreement.

If such employe works at a job carrying a higher rate of pay than he is receiving, he shall receive such higher rate for the time he works at such job.

IV. WAREHOUSE DEPARTMENT OPERATIONS

1. The employer agrees to pay employes in the following classifications the prevailing straight-time hourly wage rate established by union agreement for said type of work in San Francisco:

- A. Working Foreman
- B. Shipping and/or Receiving Clerk
- C. General Department Store Warehouseman

V. EXTRA WRAPPERS

During the period between November 1 and Christmas, the week preceding Easter, and on major sales days, not to exceed 6 per year per store, the employer may hire and so designate "extra wrappers" to do wrapping comparable to that done in the floor desk (but irrespective of the place where such wrapping is done) at the same wage rate as provided in Section 30-II-B-3-b of this agreement for Floor Wrappers.

VI. SHOE SALESPERSONS TRIMMING WINDOWS AND SHOE FITTERS

1. Shoe Salespersons who also trim windows shall be paid for such work during the time when they are engaged in window trimming at the rate fixed by contract between the Sign, Scene and Pictorial Painters Union, Local No. 510 and the San Francisco Retailers Council.

2. Shoe Fitters are hereby defined as those employes whose principle occupation is the fitting and selling of shoes. It is specifically understood, however, that such employes are not precluded from executing other incidental work customary to the shoe business.

Section 31. TERM

This agreement shall be effective from October 15, 1958, to and including May 31, 1961. Either party by 60 days prior written notice to the other may reopen this agreement on June 1, 1959, and June 1, 1960; such reopenings shall be limited to the following issues and no others:

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see memo

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- A. Wages, straight-time rate of pay and job classifications.
 - B. Pensions.

In the event the contract is so reopened for negotiations on either or both of these issues above enumerated and the parties are unable to reach an agreement thereon, the Union shall have the right to strike and the employer shall have the right to lock out on the issues reopened after June 1, 1959 or after June 1, 1960, as the case may be, and all other provisions of this contract shall remain in effect. The provisions of Section 29 (Processing of Complaints and Disputes) cannot be invoked on said issues upon any such reopening.

The parties hereto agree that all issues between them are settled by this agreement for the full term thereof except those reopenable issues hereinabove specified.

IN WITNESS WHEREOF the parties have hereunto set their hands in duplicate by their respective officers or representatives thereto duly authorized at the City and County of San Francisco, State of California.

For the Council: VINCENT H. BROWN /s/

For the Union: WILLIAM SILVERSTEIN /s/

APPENDIX "A"

The following stores are covered by the attached contract as indicated below:

1. For all classifications listed:

C. H. Baker
Bullock & Jones Co.
Foreman & Clark
Hanan & Son, Inc.
Hastings
Moore, Ltd.
Frank More Shoes
Pauson & Co.
Roos/Atkins
Frank Werner Co.

2. For classifications of Shoe Fitters only:

Abercrombie & Fitch Co.
Butler Brothers
City of Paris
The Emporium
Hale Bros. Stores, Inc.
H. Liebes & Co.
Livingston Bros.
Macy's San Francisco
Joseph Magnin Co., Inc.
Raphael Weill & Company
(The White House)

APPENDIX "B"

Barbers	Laborers
Beauticians	Painters
Busheling Operations	Pharmacists
Cabinet Makers	Plumbers
Carpenters	Printers
Culinary Employes	Radio and TV Servicemen
Deliverymen—Outside	Registered Nurses
Displaymen	Shoe Repairmen
Drapery Workers	Special Officers
Electricians	Store Detectives
Elevator Constructors	Teamsters
Elevator Operators	Watchmen
Engineers	Window Washers
Floor Covering Layers	
Fur Workers	
Furniture Finishers	
Garage Employes	
Guards	
Janitorial Operations	
(Janitors, Matrons,	
Maids, Handymen)	

APPENDIX "C"

I, the undersigned employe, hereby authorize and direct the employer to deduct on the first pay day of each month from any earnings now or hereafter accumulated to my credit, and to pay to Retail Shoe and Textile Salesmen's Union, Local 410, such sums as shall be certified by the Secretary of that organization to be due and payable as Union membership dues.

I agree to hold the employer..... harmless from loss or damage from any judgment of a court of competent jurisdiction and from any orders of the Labor Commissioner or other agency of government in connection with or arising from any such deductions and/or payments.

No other assignment or authorization exists in connection with this transaction.

This authorization and directive shall be irrevocable for a period of one year, or until the collective bargaining agreement between the San Francisco Retailers Council and said Union shall terminate, whichever occurs sooner.

DATED:, 19.....

.....
Employee

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