

N.Y. -

AGREEMENT made and entered into this day of
1935, by and between the RETAIL WOMEN'S APPAREL
SALESPeOPLE'S UNION LOCAL 1125, of the RETAIL CLERKS INTER-
NATIONAL PROTECTIVE ASSOCIATION affiliated with the AMERICAN
FEDERATION OF LABOR, hereinafter referred to as the Union, and

hereinafter referred to as the "Employer".

WHEREAS, the parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the retail womens and childrens wearing apparel industry, and to secure uniform and equitable terms of employment and conditions of labor satisfactory to employer and employee; and

WHEREAS, the parties recognize the principle of collective bargaining and agreement between an employer on the one hand, and his employees organized in labor unions, on the other hand, as being beneficial and advantageous to the interests of both employer and employees, and conducive to the best interests of the business of the Employer; it is in consideration of the promises hereinafter made by each of the parties to the other, and other valuable consideration agreed;

FIRST:- EMPLOYMENT OF UNION WORKERS

(a) The Union agrees to furnish, on demand, a sufficient number of retail womens and children apparel salespeople, members of the Union, in good standing, aforesaid.

(b) The Employer agrees to employ only members in good standing in the Union.

(c) In all stores where less than five salespeople are employed, the person designated as manager, shall be a member of the Union, in good standing, subject to its jurisdiction hereunder.

(d) Managers that are not members of the Union shall not be permitted to wait on trade.

(e) In each store where coats, suits and dresses are sold, or where coats, suits and furs are sold, there shall be at least one steady male clerk employed.

SECOND:- EXTRA SALES CLERKS

(a) The employer may employ extra sales clerks, all of whom shall be members in good standing of the Union.

(b) There shall be extra sales clerks who may be employed by the Employer for the Fall season and the Spring season to the extent hereinafter provided:

Such seasonal extra sales clerks shall be employed a minimum of fourteen (14) weeks in the Fall season and nine (9) weeks in the Spring season.

The trial period of such seasonal extra sales clerks shall be the same as for the employment of regular sales clerks. Should such sales clerks, however, prove to be unsatisfactory, the

Employer shall forthwith reemploy a successor so as there shall be no lapse of time between the termination of the trial period of the unsatisfactory extra seasonal sales clerk and his or her successor. The Employer, however, shall not be entitled to employ more than one extra seasonal sales clerk to any two regular sales clerks in his employ, except where only one is employed at present, then one extra may be permitted.

(c) The Employer may employ short time steady employees under the same conditions as steady employees and whose wages shall be pro-rata for the amount paid to steady employees.

(d) The Employer may employ extra sales clerks to work on Saturdays and Sundays. He may likewise employ extra sales clerks to work evenings. Such extra sales clerks shall, in no event, replace a regular sales clerk, and shall only be employed to supplement the work of such regular sales clerks. All such extra sales clerks shall be chosen from those steady and seasonal extra sales clerks whom the merchant would normally employ. The merchant shall normally select his steady and seasonal extra sales clerks before he hires any Saturday and Sunday extra help. In special cases where Saturday and Sunday help is required before the Employer's full quota of steady and seasonal extra sales clerks are at work, the Employer shall make application to the Union and give sufficient reason why he requires emergency Saturday and Sunday help. If the reason is not satisfactory to the Union, such Saturday and Sunday extra so chosen, shall be deemed a seasonal extra. The decision of the Union, however, shall be subject to review as an arbitrable question under the arbitration provision hereinafter set forth.

THIRD:- SCHEDULE OF WAGES.

(a) The minimum wage to be paid by the Employer to the sales clerks employed by him shall be as follows:

To male sales clerks of coats and furs (including suits, cloaks, etc.) \$40.00 per week.

To female sales clerks of coats furs (including suits, cloaks, etc.) \$35.00 per week.

To female sales clerks of coats, suits and dresses (general sales clerks) \$27.50 per week.

To sales clerks of dresses, children garments and womens accessories, \$20.00 per week.

To extra sales clerks employed on Saturdays and Sundays or otherwise, in the sale of coats, furs, (including suits, cloaks, etc.) \$7.50 per day. Their hours of work to be from 12 noon to 7 P.M. on Saturday, and 11 A. M. to 6 P.M. on Sunday.

To extra sales clerks employed on Saturdays and Sundays in the sale of dresses, children garments and women accessories, \$5.00 per day. Their hours of work to be same as above.

All extra seasonal sales clerks shall receive 5% above the minimums established.

All short time steadies are to receive an increase of 15%.

The rate of commission on Division Street shall be 2%. As to the remainder of the industry, the prevailing rate of commission shall be paid.

There shall be a general increase of 10%. However, where the 10% increase will bring the wage of the employee above \$42.50, a 5% increase shall be granted.

Where the wage of the employee plus the increase herein provided does not reach the minimum established the minimum wage shall be paid.

(b) It is understood that the scale of wage herein fixed provides for a minimum wage only. The wages paid by the employer together with the increase herein provided for, if now in excess of the minimum wage scale fixed, shall not be reduced during the life of this agreement.

FOURTH: - HOURS OF WORK

(a) The hours of work for sales clerks affected by this agreement shall be forty-eight (48) hours per week during the life of this contract.

(b) In the case of extras only employed during evenings, four (4) hours shall constitute an evening's work, within the meaning of this agreement.

(c) Where any store shall be open on Legal Holidays it shall close not later than six o'clock P.M. Stores on Division Street shall close Fridays not later than 6 P. M.

(d) Employment hereunder of all regular sales clerks shall be for the following minimum periods:

(1) As to Division Street- a minimum period of nine and one half ($9\frac{1}{2}$) months.

(2) As to the balance of the industry - a minimum period of ten and one half ($10\frac{1}{2}$) months.

In the event, however, the sales clerks had been employed by the Employer for a period longer than the said respective minimums that the employment period of all sales clerks therein employed shall be for such longer period.

FIFTH: - EMPLOYMENT OF NEW CLERKS

(a) New sales clerks may be employed for a trial period of one (1) week. If such new sales clerks shall be employed beyond such period, their employment shall be considered satisfactory to the Employer and they shall be regarded as permanent employees of the Employer. Such employment shall thereby be deemed to continue for the life of this agreement, unless otherwise specified.

(b) In the employment of new sales clerks, the Employer agrees that upon the discharge of any such trial

sales clerk, to immediately employ a new trial sales clerk to take the place of such discharged sales clerk until a satisfactory person shall have been chosen.

SIXTH:- UNION REPRESENTATIVES.

(a) Officers of the Union or other representatives, shall have the right to call at any of the stores conducted by the Employer during business hours, for the purpose of observing whether or not the terms and conditions of this agreement are carried out.

(b) The Employer shall not make any individual agreement with any employee, unless same shall have been filed in writing, with the Union, and approved by the said Union, in writing.

(c) The Union shall represent the sales clerks of the Employer, and the Employer shall deal with the Union or its duly accredited representatives with respect to any matter affecting same.

(d) The Employer may, however, upon proper demand from an authorized representative of the Union, deduct from the wages due such sales clerks, any moneys due to the Union by such sales clerks, and remit same to such authorized representative. The Employer assumes no liability to the sales clerks for the moneys thus deducted and paid over to the Union.

SEVENTH:- STRIKES AND LOCKOUTS.

(a) There shall be no strikes and lockouts during the life of this agreement.

(b) In the event of any dispute between the employer and employee, arising during the term of this contract, the duly authorized officers or representatives of the Union and the Employer shall mutually negotiate for the adjustment of such dispute, and in the event that the representatives of the Union and the Employer cannot reach a decision, the controversy shall then be referred to a Board of Arbitration to consist of 2 persons representing the Employer, 2 persons representing the Union, and a fifth person who shall be chosen by the aforementioned four persons. The majority vote of this Board shall be accepted by and shall be binding upon the employer and employee.

It is expressly understood and agreed that pending the submission to arbitration and the determination by the Board the employee or employees who are the subject matter of such dispute shall be continued in their regular employment.

The cost of each matter submitted to arbitration shall be determined by the impartial Chairman, and paid by the complaining party.

EIGHTH:- NOTICE.

(a) All notices required to be made hereunder, shall be made also to the Union.

(b) Two weeks prior to the expiration of this agreement, at which time should the employer desire to make a change in the personnel of his sales force for the purpose of subsequent contracts, he shall give his employee two (2) weeks' notice.

(c) In the event at that time sales clerks desire to change their place of employment, they shall likewise be required to give two (2) weeks' notice.

(d) Where stores are closed on holidays the employees shall be paid for same.

NINTH: - SALES CLERKS.

(a) This agreement shall apply to all sales clerks male and female, who are engaged in retail selling of coats, (including cloaks, suits, etc.) dresses, (including gowns, skirts, wraps, etc.) furs (including fur pieces and fur garments), childrens wearing apparel, (including coats, dresses, and articles) lingerie and ladies accessories.

(b) In the event, because of adverse conditions, the Employer may have the right to appeal to the Union for such relief as may be necessary, excepting wages.

TENTH: - VACATIONS.

All steady sales clerks shall be entitled to receive one weeks vacation with pay during the time of this agreement.

ELEVENTH:- ELIMINATION OF PULLING.

The Union shall cooperate with the Employer to eliminate all unfair trade practices and the practice commonly known as "pulling".

TWELFTH:-

The Employer agrees to close his store no later than 10 P.M. sharp.

THIRTEENTH: - DURATION.

(a) This agreement shall be binding upon, and the benefits thereof inure to the parties hereto, as well as to the individual members, composing the Union.

(b) This agreement shall expire on the first day of October 1936.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of 1935.

In presence of:

RETAIL WOMEN'S APPAREL SALESPEOPLE'S
UNION, LOCAL 1125, R. C. I. P. A.

By _____

E M P L O Y E R

A G R E E M E N T

Between

A n d

RETAIL WOMEN'S APPAREL SALESPEOPLE'S
UNION LOCAL 1125, of the R. C. I. P. A.
affiliated with the
AMERICAN FEDERATION OF LABOR

41 Union Square

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Dates _____

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