

to visit the store and investigate working conditions and adjust disputes at reasonable hours.

II EMPLOYMENT

1. The employer agrees to employ none but members of the union in good standing to perform all functions of retail clothing salesmen inside or outside the said store. Said provision not to apply to members of the employer's immediate family, to wit, sons, brothers, or daughters, Provided, however, that not more than one such relative shall be subject to the above exception within any one store.

2. The employer further agrees that when in need of new help he will apply to the office of the union for same. The employer will engage only such workers who will identify themselves by presenting a work card issued by the union.

3. The trial period for newly engaged workers shall be during the first two weeks of employment, after which time they are to be considered regular employees of the employer, and entitled to the privileges and subject to the terms and provisions under this agreement, unless otherwise designated and mutually agreed upon by the employer and the union.

4. The union agrees to furnish the employer with any additional workers he may request, upon three days' notice on the terms and conditions contained herein. If the union is unable to furnish such additional help, the employer may employ any help that he sees fit, provided such workers upon receiving employment but prior to the assumption of any duties applies to the union for a work card and receives such work card from the representative of the union.

5. No workers shall be discharged by the employer without sufficient cause. Before any discharge, an opportunity shall be given for joint investigation as to the sufficiency of the reasons for said discharge. Such investigation shall be conducted by the employer, and the aforementioned shall appoint an impartial chairman. Said chairman shall be connected neither with the employer nor with the union, and his decisions shall be binding upon both. A final decision of such cases shall be rendered within three days, unless extended by mutual consent.

HOURLY OF WORK

1. The regular week's work shall consist of forty-eight hours, all overtime work being prohibited. Such hours shall be distributed in one of two ways:

(a) An employer may elect to have his employees work the forty-eight hours of a five day week, consisting of ten hours per day for four days and eight hours per day for one day.

(b) Or, a six day week, consisting of eight hours per day.

It is specifically understood by and between the parties that the employer is to make his decision as to which system he is to adhere to in his store upon the signing of this agreement. Such election shall be final and binding upon both parties hereto for the duration of this agreement.

2. No employee may work before nine o'clock A.M., nor after nine o'clock P.M. during the week, with the exception of Saturday, when the said employee may work until ten o'clock P.M. Provided, however, that during eight months of the year, to wit, four months during the fall and four months during the spring, such months to be mutually decided upon by the union and the

employer, employees may begin working at eight o'clock A.M. and may work no later than ten o'clock P.M. The said employment is to be arranged in shifts. Under no circumstances is an employee to work more than eight hours per day or ten hours per day, depending upon the particular system elected by the employer and maintained within the store as more specifically outlined herein before under Paragraph 1.

(a) No employee shall work after six o'clock P.M. on legal holidays. On the holidays hereinafter mentioned, employees shall work as follows: New Year's Day until four P.M.; Decoration Day until six P.M.; Independence Day until four P.M.; Labor Day until six P.M.; Thanksgiving Day until six P.M.; and Christmas Day until four P.M.

(b) Should a holiday fall on Saturday, the employer shall be then privileged to have his employees work the regular day's work.

(c) Provision with reference to hours are to be applicable to extra salesmen. Such extra salesmen are to be engaged only for week-ends, to wit, two working days consisting of eight hours per day. The said salesmen are to comply with all working conditions and are to receive a work card issued by the union before receiving employment from the employer.

IV. SYSTEM OF WORK AND WAGES

1. The system of work shall be weekly. It is agreed, however, between the employer and the union that the employees shall receive a full week's work every week at least eight months of the year; as to the remaining four months, the employee shall receive at least four days work in each week, if on a five day schedule; or at least five days work in each week if on a six day schedule.

2. The minimum wage rate shall be \$32.50 per week. All employees shall receive a \$2.00 increase in salary. In exceptional cases, however, such cases to be negotiated and agreed upon by and between the employer and the representative of the union, employees may receive a minimum wage of \$29.50 per week. In no event, however, shall this provision be so construed as to reduce or have a tendency to reduce the prevailing wage rate in the store.

✓ EMPLOYEES

1. The employees to be engaged during the year and considered attached to the particular store of each employer are to be agreed upon by and between the union and the employer.

2. This agreement shall be considered as if entered into by the union for itself and on behalf of the individual employees hereinafter enumerated under Exhibit "A". Such employees shall be individually and collectively, through its agent, the union, entitled to the privileges and subject to the terms herein contained. A list of such employees is attached hereto, made part hereof and marked Exhibit "A".

✓ ADJUSTMENT OF DISPUTES AND DURATION OF AGREEMENT

1. The employer and the union agree that all matters in controversy or dispute, if any, be immediately taken up for adjustment by the employer and the executive committee of the union. If unable to reach an agreement, the dispute shall be taken up by the Board of Adjustments, said Board to consist of two representatives of the employer, two representatives of the union, and an impartial chairman who shall be affiliated neither with the employer nor with the union.

2. This agreement shall go into effect on the

day of October, 1936, and shall continue in full force and effect until the 15th day of September, 1937. On or about the day of August, 1937, parties shall meet in conference for the purpose of either renewing the present agreement or negotiating a new one. Said conferences are to continue until an agreement for the following year, to wit, 1937 to 1938, is entered into; provided that such negotiations are conducted in good faith by both parties and that negotiations do not extend ten days beyond the expiration date of this agreement.

This agreement is intended to be legally binding.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

BY THE EMPLOYER:

WITNESS:

(SEAL)

RETAIL CLOTHING SALESMEN'S PROTECTIVE
ASSOCIATION OF PHILA., LOCAL NO. 42

(SEAL)

(SEAL)

The employer agrees to employ his men on a ten (10) hour basis, five (5) days per week.

Employer's Signature.

The employer agrees to employ his men on an eight (8) hour day basis, six (6) days per week,

Employer's Signature.

(3121)

U.S. Department of Labor
BUREAU OF LABOR STATISTICS
Washington

Philadelphia

COLLECTION OF UNION AGREEMENTS
May 15, 1936

Local Union Retail Clerks' Protective Association #42

Address A.J. Curcio, B.A.
Barney Posner, 5458 Montgomery Avenue 781 So. 3rd St

1. What branch of the trade is covered by this local? _____

Retail Clothing Salesmen

2. Number of employers with whom union has effective agreements. 27

(If a number of employers sign identical agreements, please attach copy of the agreement and list employers below. If all provisions in the various agreements are not identical, get copies of each and fill out a separate schedule for each different type.) meet monday at 701 Pine St.

3. Number of union members covered by agreement attached to this schedule. 110

4. Number of non-members covered. None

5. Names of companies or employers' associations :
signing the attached agreement. (If signed by : Beginning : Date of
an association, please give name of associa- : Date : Termination
tion and number of companies.) :

Names of companies or employers' associations	Beginning Date	Date of Termination
<u>Leidners clothing store</u>	<u>Sept 15, 1935</u>	<u>Sept 15, 1936</u>
<u>Sams " House</u>	<u>Do</u>	<u>Do</u>
<u>Jack Greens " "</u>		
<u>Barneys " "</u>		
<u>Ben Wilkes " "</u>		
<u>Lemits " "</u>		
<u>Shortys " "</u>		
<u>Morris & Co " "</u>		

6. Indicate if union wishes to have us keep identity of this agreement confidential. No preference

A. Curcio
(Signature of person furnishing information)

Smith
(Name of Agent)

Business Rep.
(Office or Position)

July 2 1936
(Date)

781 So 3rd St.
(Address)

139th James Curcio B.A.

8th + South GV. 188
10213 Bridge

781 50 3rd st

27 Stores	World Exchange
Reliers	Benjamin Russo
Sams Clothing House	Russo
Jack Greens Clothing House	All Sept 15 to Sept 15
Barney's	
Ben Wilkes	Mike Greens Clothing Store
Levitts	Blum + Titus " "
Shorty	Goldmans " "
Morris + Co	Gerson " "
Mike Greens	Joe + Lou " "
Blum + Titus	Lipkowitz " "
Goldman	Goldberg + Einhorn
Gerson	Cohens Clothing Store
Joe + Lou	Roseoffs " "
Lipkowitz	Pure " "
Goldberg + Einhorn	Rush " "
Cohen	Wapners " "
Roseoff	Mikes " "
Pure	Sam and Herman
Rush	Big Hearted Jims Clo. Store
Wapners	Lippys Clothing Store
Mikes	World Exchange
Sam + Herman	Benjamin Roseoffs
Big Hearted Jim	Russo Clothing Store
Lippys	



U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

D

October 12, 1937

Mr. A. J. Curcio, Business Agent
Retail Clerks' International
Protective Ass'n #42
781 South Third Street
Philadelphia, Pennsylvania

*Changes on
back of schedule*

My dear Mr. Curcio:

We have in our files a copy of your agreement with employers which expired during September, 1937.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement.....

Retail Clothing Merchants Assn.

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 30 to 35 stores

Number of union members working under terms of agreement 135

Number of non-members working under terms of agreement 20

Branch of trade covered Retail Clothing Stores

Date renewed Sept 21st 1937 Date of expiration Sept 15th 1938

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

Changes from old Agreement.

(New Agreement Calls for \$37.50 minimum
wage 48 hr. week, full time employment
50 weeks, 80% for work remaining 2 weeks)

Yours truly
P. J. Owens



36-12-36

SECOND REQUEST
U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

December 3, 1936

Mr. A. J. Curcio, Bus. Agent
Retail Clerks' International
Protective Association #42
781 South Third Street
Philadelphia, Pennsylvania

My dear Mr. Curcio:

We have in our files a copy of your agreement with employers which expired September 15, 1936.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. Please write me if we can be of service to you at any time.

Very truly yours,

Isador Lubin

Isador Lubin

Commissioner of Labor Statistics

Enc.

Is an agreement now in force? Yes

Name of company or employers' association signing the agreement

Philg. Retail Clothing Merchants Assn.
(If more than one employer, please list on reverse side)

Union members working under terms of agreement 103

Nonunion members working under terms of agreement 40

Date renewed Oct. 1936 Date of expiration Sept. 1937

Please enclose a copy of your new agreement. If you cannot send a copy, will you please note (on the reverse side of this letter) any changes in your present agreement from your previous one.

A. J. Curcio
(Name of person furnishing information)

781 S. 3rd St.
(Address) (over)

Also the Following Employers

Wm. Rosoff 5th South St.

Mike Greens 8th Bainbridge St.

Morris B. 8th Bainbridge St.

S. Russo 10th South St.

Sam's Clothing Store 12th Bainbridge St.

Lipokowitz Bros. 3rd South St.

The above are not Assa.
members,

