

OCT 22 1976

38

CONTRACT

#6907  
2/74

OCT 22 1976

between

RETAIL CLOTHING SALESMEN'S UNION  
LOCAL 340  
AMALGAMATED CLOTHING WORKERS  
OF AMERICA

and

---

March 1, 1976 to February 28, 1979

RETAIL CLOTHING SALESMEN'S UNION  
LOCAL 340 A.C.W.A.  
A.F.L.-C.I.O.  
147 West 42nd Street, New York 10036  
Longacre 3-6175-6

#6907  
OCT 22 1976 (38)

Agreement made as of the 1st day of March 1976 by and between the Retail Clothing Salesmen's Union, Local 340, Amalgamated Clothing Workers of America, hereinafter referred to as the "UNION" for and in behalf of the employees covered by this agreement 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 men's, boys' and women's apparel industry and to secure uniform and equitable terms of employment and conditions of labor satisfactory to employer and employee; and

WHEREAS, the parties hereto recognize the principle of collective bargaining and agreement between an employer on the one hand and his employees organized in labor organizations on the other hand, as being beneficial and advantageous to the interest of both employer and employees and conducive to the best interest of the business of the employer;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, it is mutually agreed as follows:

COVERAGE:

1. The employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the classifications enumerated below:

SALESPEOPLE OF MEN'S & BOYS' CLOTHING  
FURNISHING SALESPEOPLE  
SHOE SALESPEOPLE  
SALESPEOPLE OF WOMEN'S APPAREL  
CLOTHING STOCK CLERKS  
FURNISHING STOCK CLERKS  
SHIPPING CLERKS  
PORTERS & ELEVATOR OPERATORS  
WINDOW TRIMMERS

and any and all other miscellaneous non-selling employees employed by the Employer in any store or stores now operated or controlled by the Employer or which shall be hereafter operated or controlled by the Employer in New York City, Nassau, Suffolk, Rockland & Westchester Counties.

2. The Union agrees that its members who are employees of the Employer will work upon the terms and conditions set forth in this Agreement.

UNION SECURITY:

3. In the manner and to the extent permitted by law, membership in the Union on or after the 30th day following the date this contract is executed, or the date of employment of each employee, whichever is later, shall be required as a condition of employment; all employees who are now members or hereafter become members of the Union, shall as a condition of continued employment, remain members in good standing during the term of this contract.

HIRING OF NEW EMPLOYEES:

4. (a) The Employer shall apply for all new employees whom he may require during the period of this Agreement to the Union and the Union agrees to furnish the Employer with competent employees upon application without any discrimination as to whether said employee is a member of the Union or not. All new employees shall be issued Working Cards by the Union and the Union agrees to issue such Working Cards without any discrimination whatsoever.

(b) The Union, upon request of the Employer, agrees to supply such new employees who will be entirely satisfactory to the Employer within forty-eight (48) hours from the time such request is made of the Union. The Employer has the right to reject any employee referred by the Union. In the event that the Union is unable to furnish the Employer with such new Employees satisfactory to the Employer within said forty

eight (48) hour period, then the Employer shall have the right to hire such employees in the open market. However, such employees, before commencing employment, must secure working cards from the Union and the Union agrees to give working cards to such Employees without any discrimination as to whether said Employees are members of the Union or not. The Union and the Employer shall post satisfactory notices of this hiring arrangement where Employee notices are customarily posted.

(c) The Employer agrees except as herein outlined and provided, to keep in its employ only members of the Union in good standing in the classifications coming under the scope of this Agreement, subject however, to the provisions of Paragraph 3. The Union shall be the sole judge of the good standing of its members.

GUARANTEE OF EMPLOYMENT:

5. (a) All permanent employees who come under the scope of this Agreement shall be guaranteed steady employment throughout the life of this contract.

(b) The Employees listed on the schedule annexed hereto or who shall be listed by separate stipulation shall be designated as permanent Employees unless designated to the contrary. The Employer and the Union shall by mutual agreement add to the list of permanent Employees. All Employees who are not designated as permanent Employees shall be considered as temporary Employees.

(c) The Employer agrees that the number of Employees as designated in said schedule shall be minimum amount of Employees that the Employer agrees to employ throughout the life of this Agreement.

LAYOFF OF EMPLOYEES:

6. The Employer shall have the right to lay off temporary Employees or extras.

LEAVING EMPLOYMENT:

7. The Union, on its part, agrees that all steady Employees who come under the scope of this Agreement shall not be permitted to leave their present employment and enter the employment of another Employer who has an Agreement with the Union unless the Employer consents to such Employee leaving its employ during the term of this Agreement.

WAGES:

8. (a) Effective and retroactive as of March 1, 1976, all salespeople who are on a salary basis shall each receive an increase of Ten Dollars (\$10.00) per week.

(b) Effective as of March 1, 1977, all salespeople who are on a salary basis shall each receive a further increase of Ten Dollars (\$10.00) per week.

(c) Effective as of March 1, 1978, all salespeople who are on a salary basis shall each receive a further increase of Ten Dollars (\$10.00) per week.

(d) Effective and retroactive as of March 1, 1976 the Employer agrees that the minimum scale of wages for all salespeople who sell men's and boys' clothing on a salary basis shall be One Hundred and Seventy One Dollars and twenty cents (\$171.20) per week, exclusive of P.M.s, Double-headers, incentives and etc. Effective March 1, 1977 the minimum scale of wages for all salespeople of men's & boys' clothing shall be One Hundred and Eighty One Dollars and twenty cents (\$181.20) per week, exclusive of SPs, double-headers, incentives, etc. Effective March 1, 1978 the minimum scale of wages for all salespeople who sell men's & boys' clothing on a salary basis shall be One Hundred and Ninety One Dollars and twenty cents (\$191.20) per week, exclusive of PMs, double headers, incentives, etc.

(e) Effective and retroactive as of March 1, 1976 the Employer agrees that the weekly guaranteed draw of each of its

men's & boys' clothing salespeople who are on a straight commission basis shall be increased by ten dollars (\$10.00) per week. The guaranteed draw shall be increased to One Hundred and Seventy One Dollars and twenty cents (\$171.20) per week. Effective as of March 1, 1977 the Employer agrees that the weekly guaranteed draw to its men's and boys' sales people, who are on a straight commission basis shall be further increased by Ten Dollars (\$10.00) per week, and the guaranteed draws shall be increased to One Hundred Eighty One Dollars and twenty cents (\$181.20) per week. Effective as of March 1, 1978 the Employer agrees that the weekly guaranteed draw to each of its men's & boys' clothing salespeople who are on a straight commission basis, shall be increased by Ten dollars (\$10.00) per week, and the guaranteed draw be increased to One Hundred Ninety One Dollars and twenty cents (\$191.20) per week.

(f) Effective as of March 1, 1976 the Employer further agrees that all furnishing salespeople who work on a straight commission basis, shall receive an increase of ten dollars (\$10.00) per week in their guaranteed draw. Effective as of March 1, 1977 the furnishing salespeople who are employed on a straight commission basis, shall further receive an increase of ten dollars (\$10.00) per week in their guaranteed draw. Effective as of March 1, 1978 all furnishing salespeople who work on a straight commission basis, shall receive a further increase of (\$10.00) ten dollars per week on their guaranteed draw.

(g) Effective and retroactive as of March 1, 1976, all non-selling employees and all salespeople of women's apparel, shall each receive an increase of ten dollars (\$10.00) per week. Effective as of March 1, 1977, all non-selling employees and all salespeople of women's apparel, shall each receive a further increase of ten dollars (\$10.00) per week. Effective March 1, 1978 all non-selling employees and all salespeople

of women's apparel, shall each receive a further increase of ten dollars (\$10.00) per week.

(h) 1. The Employer further agrees that in straight commission stores that all salespeople of men's & boys' clothing shall each receive a commission rate of 7 5/8% against the guaranteed draw as herein above specified.

2. The Employer further agrees that in straight commission stores that all salespeople of furnishings shall each receive a commission rate of 9 1/2% against the guaranteed draw.

(i) In commission stores, where the rate of commission paid to men's & boys' clothing salespeople is higher than 7 5/8% as provided for herein, then in that event, the higher rate shall prevail.

(j) The Employer agrees to advance to all selling Employees who sell men's & boys' clothing, who are on straight commission basis the weekly drawing account as set forth in Par. 3e. At the end of each month during the terms of this agreement, an accounting shall be made to each Employee of the commissions earned by him or her, on all sales made by him or her during such current month. The amounts received on such drawing account during the accounting period of each Employee shall be deducted from the commissions earned during the same accounting period. If there be an overplus, such overplus shall be forthwith paid to the Employee. If, on the other hand, such accounting shall show a deficit, the Employee shall not be required to make good such deficit, and such deficit shall in no event be carried over into any subsequent accounting period.

(k) Each selling employee working on a straight commission basis, shall in addition to the aforesaid weekly draw be entitled to receive monthly the extra compensation paid on PMs, incentives, & double-headers. The extra compensation per unit for the sale of PMs, incentives & double-headers may, from time to time, be fixed and determined by the Employer in

its sole discretion. In no event shall the PMs, incentives and Double headers be charged against deficits or commission. Nothing contained herein shall be construed as requiring the Employer to install any PMs, incentives or Double headers whatsoever.

(l) It is further agreed by and between the parties herein that all new non-selling employees shall, after three months of employment, each receive an increase of Four Dollars (\$4.00) per week.

(m) The minimum wages of all Furnishing salespeople, salespeople of women's apparel, Window Trimmers who work on a salary basis, and the weekly guarantee of all Furnishing and all other salespeople who work on a commission basis, are set forth in separate Stipulations hereto attached.

(n) Effective March 1, 1976 the new minimum hiring rate for all non-selling employees and for all new salespeople of women's apparel shall be (\$115.00) One Hundred Fifteen Dollars per week. Effective March 1, 1977, the above minimum shall be further increased to One Hundred Twenty Five Dollars (\$125.00) per week. Effective March 1, 1978 the above minimum shall be increased to One Hundred Thirty Five Dollars (\$135.00) per week.

(o) It is further agreed that all wage increases above referred to are for all Employees who work a forty-hour week. In the cases of Employees who work less than forty-hours per week, said Employee shall receive these wage increases pro-rata.

(p) All benefits of any kind whatsoever, shall be paid on a pro-rated basis to part timers.

HOURS OF WORK:

9. (a) The working hours of all Employees, selling and non-selling, shall not exceed forty hours per week for a five day week. No employee shall work more than eight hours in any one given day and the working hours shall be consecutive with



only one meal period.

(b) All salespeople who are employed on a salary basis, when they work overtime shall receive overtime pay at the rate of time and a half.

Overtime commences at the end of each eight hours of work, each day. Overtime is to be paid on all commissions and PMs, etc. earned by selling employees as follows: Commissions, PMs, etc. earned for the entire work period are to be divided by the total hours of the work period to arrive at the hourly rate, additional half pay for all hours in excess of 40 hours per week, shall be paid to each employee.

(c) All non-selling Employees shall be paid for overtime at the rate of time and one-half. Overtime commences at the end of each eight hours of work each day.

(d) In the event that salespeople and non-selling Employees are required to work overtime on the sixth day, or on a Sunday the Employer must provide eight hours of work on that day.

(e) All Part-time employees who are employed either part time or full time for five days each week, if they are called upon to work on a sixth day, regardless of how many hours they have worked during the five days previous, shall receive time and a half for all hours worked on the sixth day.

(f) If any selling Employees who are on a straight commission basis are required to work overtime, they shall be advanced one-and-one half times their basic guaranteed hourly rate for each hour of overtime worked during the current week in which such overtime is worked, which shall be charged against the overtime commission earned during such overtime periods. In the event the commissions earned during such overtime period exceed the overtime pay as herein before provided, the excess shall be paid to the employee; in the event such commissions earned are less than the overtime pay, the employee shall not be required to make up any deficit. Overtime earnings shall in no event be charged against the regular guaranteed

draw or the regular commissions earned during regular hours of employment. It is the intention of the parties hereto that overtime commences at the end of each eight hour day for all employees.

(g) At the end of each month the Employer shall render to the Employee a separate accounting for all overtime worked during the preceding month, setting forth in detail all commissions earned during the overtime periods, and the amounts paid to said employee as overtime pay against such commission

VACATIONS:

10. (a) All Employees coming under the scope of this Agreement who have worked at least six months and less than one year, shall receive one week's vacation with pay. The vacation year is to be construed from March 1 to February 28.

(b) All Employees coming under the scope of this Agreement who have worked one year or more shall receive two weeks vacation with pay each year. The vacation year to be construed to be from March 1 to February 28.

(c) All Employees who have been in the employ of the Employer for a period of one (1) year or more shall receive three (3) weeks vacation with pay each year provided, however that said employee shall not be entitled to the three (3) weeks' vacation until said Employee has completed five (5) consecutive years of continuous employment with the present Employer or with any other Employer who is or has been in contractual relationship with Local 340, immediately prior to his present employment. The three (3) weeks need not be consecutive. The first two (2) weeks shall be given during the usual vacation period and the third week shall be given at such time as the Employer deems advisable, subject to the Employer's business requirements. Vacation year to be construed from March 1 to February 28.

(d) All employees who have been employed by the present Employer for twelve years or more, shall be entitled to a

934-10  
936-41-20  
942-49-30  
948-57-40

fourth week vacation.

(e) It is further agreed by and between the parties here to that all Employees both selling and non-selling, shall receive vacation pay, based on their average earnings for the preceding calendar year.

(f) All vacations shall be given during the months of July and August in each year, unless otherwise agreed to between the Employer and employee with the knowledge and consent of the Union. The vacation year shall be construed as the period between March 1 and February 28. However it is further agreed that the period during which said third week and fourth week vacation is taken by each employee, shall rest with the employer to designate said period within the vacation year.

HOLIDAYS:

928-070  
11. (a) All Employees covered by this agreement shall receive pay for the following Union and legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Washington's birthday, and Christmas Day. Pay for all the above holidays, shall be based on the average earnings of each employee for the preceding calendar year.

(b) All Employees shall receive pay for these holidays without any make-up.

(c) All Employees shall receive pay for all other holidays upon which the stores are closed.

(d) All Employees shall work only thirty-two (32) hours during the week of a legal or religious holiday and shall be paid for a full week without any make-up whatsoever.

(e) In the event any holiday falls during a vacation period, the employee shall receive an extra day's pay, or an extra day added to the vacation period.

(f) The employer shall have the option to open its stores on the aforementioned holidays as specified in 11(a). If the

store of the Employer shall be opened for business on any of the aforesaid holidays each employee working on such holiday shall receive time and a half for working on said holiday, in addition to the regular holiday pay. The regular holiday pay is provided for in Paragraph 11 (a) as average earnings based on the earnings of the preceding calendar year. All employees shall be paid for a full eight hour day on any of the aforesaid holidays, even though the stores of the employer may not be open for the full eight hours. All employees must be afforded the opportunity to work on any of the aforesaid holidays. It is further understood that work on any of these holidays by any employee shall be purely on a voluntary basis.

(g) It is further agreed that all employees shall have two religious holidays. They shall receive full pay for same at the basic scale and shall not be required to make-up any time whatsoever. Christmas shall not be considered as a religious holiday. The employee desiring to take the religious holidays shall give the Employer thirty days (30) prior notice thereof, and further provided that should the Employer determine that the number of Employees requesting the same religious holidays will interfere with the operation of the department, the Employer shall have the right to grant such holiday in accordance with seniority and further in accordance with its business needs. No restriction shall be placed on Jewish employees who observe Rosh Hashanah and Yom Kippur.

BEREAVEMENT PAY:

12. It is further agreed by and between the parties hereto that each Employee shall be paid a minimum of three days bereavement pay in the event of the decease of a father, mother, brother, sister, child or spouse.

JURY SERVICE:

13. All employees who shall be called on to serve on juries shall receive full pay for such jury services at the basic

rate. Such pay in the case of commission salespeople shall not be charged against their commissions. The employees must remit to their Employer all jury pay that they receive.

CHECK OFF:

14. The employer further agrees that when authorization cards signed by its Employees providing for deduction of dues, assessments and initiation fees are presented to the Employer by the Union, the Employer shall deduct from the salaries of its Employees any dues, assessments or initiation fees that may be owing by the Employees to the Union, and turn such deductions over to duly authorized representatives of the Union.

NO DISCRIMINATION:

15. There shall be no discrimination for Union activities or any other discrimination for race, creed or national origin.

VISITATION:

16. The employer shall permit the business representative of the Union at reasonable stated hours to visit the Employer's store for the purpose of interviewing or observing the Employees in the performance of their work.

PRIVATE AGREEMENTS:

17. The Employer hereby agrees not to enter into any private agreement with any Employee or Employees without the knowledge and consent of the Union.

NOTICE:

18. (a) In the event the Employer does not intend to continue the employment of any of its permanent Employees covered by this Agreement at the termination of this contract, it shall serve written notice by certified mail on the Union and upon the Employee or Employees so effected, on or before the 15th day of February 1979.

(b) In the event that any permanent Employees covered by the Agreement do not intend to continue in the employ of the Employer, then such employee or employees shall serve written

notice by certified mail upon the Employer and the Union on or before February 15, 1979.

SICK LEAVE:

19. (a) Each Employee shall be entitled to receive six (6) days sick leave in each contract year, with pay as hereinafter specified and without any make-up. All unused sick leave shall be paid to employee at the end of each contract year as hereinafter specified. The contract year is construed to be from March 1 to February 28.

(b) All Employees shall be paid for sick leave on the following basis - For the first year of this contract up to a maximum of Two Hundred Dollars (\$200.00) a week in earnings for a five day week. For the second year, up to a maximum earnings of Two Hundred Ten Dollars (\$210.00) for a five day week, and for the third year, up to a maximum earnings of Two Hundred Twenty Dollars (\$220.00) for a five day week.

(c) No Employee shall be entitled to receive any sick leave unless he or she have been in the employ of the Employer for at least ninety (90) days.

STRIKES, LOCK OUTS & ARBITRATION:

20. (a) During the term of this agreement there shall be no lockout, strike or stoppage of any kind pending the determination of any complaint or grievance, and for a period of ten (10) days thereafter, and then only for the refusal of either party to abide by such determination.

(b) All complaints, disputes or grievances arising between the parties hereto, involving questions of interpretation or application of any provision of this agreement, or any acts, conduct or relations between the parties, directly or indirectly shall be submitted in writing by the party hereto claiming to be aggrieved to the other party hereto, and a duly authorized representative of the Employer and a duly authorized representative of the Union shall, in the first instance, jointly investigate such complaints, grievances or disputes and attempt an adjustment. The decision of such

representatives shall be binding on the parties hereto. Should they fail to agree, the question or dispute shall be referred to the Impartial Chairman of the Men's Clothing Industry for New York City and his decision shall be final and binding on the parties hereto. In the event of a willful default by either party in appearing before the Impartial Chairman after due written notice shall have been given to the said party, the Impartial Chairman is hereby authorized to render a decision upon the testimony of the party appearing.

The decision reached by the representatives of the parties hereto or rendered by the Impartial Chairman shall have the effect of a judgment entered upon and award made as provided by the Arbitration Laws of the State of New York entitling the entry of judgment in accord of competent jurisdiction against the defaulting party who fails to carry out or abide by the decision.

It is agreed between the parties hereto that the oath of the arbitrator required by law is hereby expressly waived.

The cost of arbitration shall be borne equally by the parties.

SUNDAY OPENINGS:

21. With the exception of Manhattan Avenue, Pitkin Avenue, East Broadway, Canal Street, Delancey Street, Stanton Street, Williamsburg, Utica Avenue and Boro Park stores that will be open Sundays, in sections other than named above, employees shall be compensated at the rate of time and a half for said Sunday work and all employees shall be paid for a full day regardless of whether the store is open a full eight hours. Employment of Employees for this Sunday work, shall be on a voluntary basis.

INSURANCE & RETIREMENT FUND:

22. The Employer further agrees to pay four percent (4%) of gross earnings of all its employees who come under the scope of this Agreement to the Amalgamated Retail Insurance Fund to

provide certain Health, Disability, Hospitalization and Surgical & Death Benefits to its Employees, and Hospitalization and Surgical benefits to the wives and dependents of the Employees. The Employer further agrees that effective January the 3rd, 1977 to pay 4 6/10% of gross earnings of all its employees who come under the scope of this Agreement, to the Amalgamated Retail Insurance Fund. The Employer further agrees to pay 4 6/10% of gross earnings of all its Employees who come under the scope of this Agreement to the Amalgamated Retail Retirement Fund to provide for Retirement benefits for its Employees. The Employer further agrees to sign any and all instruments necessary to effectuate the carrying out of the provisions of this Paragraph.

23. The settlement period for furnishing salespeople who are on a straight commission basis shall be similar to the provisions provided for men's & boys' clothing salespeople as set forth in paragraph 8 (j) & (k).

EQUAL PAY:

24. The parties agree that any differentials in pay among various classifications are based on factors other than sex.

DURATION OF AGREEMENT:

25. This agreement shall commence on the 1st day of March 1976 and shall remain in full force and effect upon the parties hereto until the 28th day of February 1979.

26. It is further agreed that in the event any Employee or Employees leave his or their employment with the Employer, that the Employer shall immediately fill such vacancy with another Employee or Employees.

27. The parties hereby agree to commence negotiations for the renewal of this Agreement at least sixty days prior to the termination thereof.

28. It is further agreed by and between the parties hereto that in the event the Employer files an assignment for the benefit of creditors or files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed



against him, that all benefits accruing to all Employees who come under the scope of this agreement shall immediately become due and payable to each Employee.

29. It is further agreed by and between the parties hereto that all terms and conditions of this Agreement shall apply to all Employees of the Employer who are under the jurisdiction of Local 340 regardless of membership or non-membership in Local 340.

30. The commissions for all sales made by store managers is to be divided pro-rata among all regular salespeople.

31. If any clause of this contract is ruled invalid by operation of law, or by any constituted legal authority, the remainder of the contract shall remain in full force and effect.

32. This contract shall be binding upon the parties hereto their executors, heir, successors, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and set their hands and seals thereto, executing this Agreement by their duly authorized representatives.

RETAIL CLOTHING SALESMEN'S UNION  
LOCAL 340  
AMALGAMATED CLOTHING WORKERS OF AMERICA

---

---

Employer

SCHEDULE OF EMPLOYEES COMING UNDER  
THE SCOPE OF THIS AGREEMENT

SALARY


RETAIL CLOTHING SALESMEN'S UNION  
LOCAL 340 A.C.W.A.

By \_\_\_\_\_

Employer \_\_\_\_\_