

C O N T R A C T

between

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

and

---

Sept. 1, <sup>1972</sup> 1969 to ~~Aug. 31, 1972~~ <sup>Jul. 29, 1976</sup>

RETAIL CLOTHING SALESMEN'S UNION,  
LOCAL 340                      A.C.W.A.  
   A.F.L.-C.I.O.

147 West 42nd Street, New York 10036

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Agreement made as of the 1st day of September 1972 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."

MAR 23 1973

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 conven-  
ants 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 classifi-  
cations enumerated below:

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- 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. (20) 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 September 1, 1972 all salespeople who are on a salary basis shall each receive an increase of Ten Dollars (\$10.00) per week.

(b) Effective as of September 1, 1973 all salespeople who are on a salary basis shall each receive a further increase of Eight Dollars (\$8.00) per week.

(c) Effective as of September 1, 1974, all salespeople who are on a salary basis shall each receive a further increase of Five Dollars (\$5.00) per week.

(d) Effective as of September 1, 1975 all salespeople who are on a salary basis shall each receive a further increase of Five Dollars (\$5.00) per week.

(e) Effective and retroactive as of September 1, 1972, 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 Forty Three Dollars and twenty cents (\$143.20) per week, exclusive of P.Ms, Double-headers, incentives and etc. Effective September 1, 1973 the minimum scale of wages for all salespeople of Men's & Boys' clothing shall be One Hundred and Fifty One dollars and twenty cents (\$151.20) per week, exclusive of P.Ms, double-headers, incentives, etc. Effective September 1, 1974 the minimum scale of wages for all salespeople who sell men's & boys' clothing on a salary basis shall be One Hundred and Fifty Six dollars and twenty cents (\$156.20) per week, exclusive of P.Ms, double headers incentives, etc. Effective September 1, 1975, the minimum scale of wages for all salespeople who sell men's & boys' clothing on a salary basis shall be One Hundred and Sixty One dollars and twenty cents (\$161.20) per week, exclusive of P.Ms, double headers, incentives, etc.

(f) Effective and retroactive as of September 1, 1972 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 Forty Three dollars twenty cents (\$143.20) per week. Effective as of September 1, 1973, the employer agrees that the weekly guaranteed draw to its men's and boys' salespeople, who are on a straight commission basis shall be increased by Eight Dollars (\$8.00) per week, and the guaranteed draw shall be increased to One Hundred Fifty dollars and twenty cents (\$151.20) per week. Effective as of

September 1, 1974, the employer agrees that the weekly guaranteed draw to each of its men's and boys' clothing salespeople who are on a straight commission basis, shall be increased by five dollars (\$5.00) per week, and the guaranteed draw be increased to One Hundred and Fifty Six dollars and twenty cents (\$156.20) per week. Effective as of September 1, 1975, the employer agrees that the weekly guaranteed draw to each of its men's and boys' clothing salespeople who are on a straight commission basis, shall be increased by five dollars (\$5.00) per week, and the guaranteed draw be increased to One Hundred and Sixty One dollars and twenty cents (\$161.20).

(g) Effective as of September 1, 1972, 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 September 1, 1973 the furnishing salespeople who are employed on a straight commission basis, shall further receive an increase of eight dollars (\$8.00) per week in their guaranteed draw. Effective as of September 1, 1974, all furnishing salespeople who work on a straight commission basis, shall receive a further increase of five dollars (\$5.00) per week on their guaranteed draw. Effective as of September 1, 1975, the furnishing salespeople who are employed on a straight commission basis, shall further receive an increase of five dollars (\$5.00) per week in their guaranteed draw.

(h) Effective and retroactive as of September 1, 1972, 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 September 1, 1973, all non-selling employees and all salespeople of women's apparel, shall each receive a further increase of eight dollars (\$8.00) per week. Effective September 1, 1974, all non-selling employees and all salespeople of women's apparel, shall each receive a further increase of five dollars (\$5.00) per week. Effective September 1, 1975, all non-selling employees and all salespeople of women's apparel, shall each receive an increase of five dollars (\$5.00) per week.

(i) 1- The Employer further agrees that in straight commission stores that all salespeople of men's and boys' clothing shall each receive a commission rate of  $7 \frac{5}{8}\%$  against the guaranteed draw as herein above specified.

2- The Employer agrees to pay a rate of  $9 \frac{1}{2}\%$  to all its furnishing salespeople against the guaranteed draw.

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

(k) The employer agrees to advance to all selling Employees who sell men's and boys' clothing, who are on a straight commission basis the weekly drawing account as set forth in Paragraph 8 **EF**. 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.

(l) 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, and Double-headers. The extra compensation per unit for the sale of PMs, incentives and 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.

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

(n) 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.

(o) Effective September 1, 1972 the new minimum hiring rate for all new non-selling employees and for all new salespeople of ladies apparel shall be One hundred Five dollars (\$105.00 per week).

(p) 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.

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 PM's, etc. earned by selling employees as follows: Commissions, PM's, 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

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end of each eight hours of work each day.

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

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(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 commissions.

VACATIONS:

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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.

VACATION  
The year to be construed 8 - from Sept. 1 to August 31.

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(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 September 1st to August 31st.

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(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 September 1st to August 31st.

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(d) All employees who have been employed by the present Employer for fifteen years or more, shall be entitled to a fourth week vacation.

(e) It is further agreed by and between the parties hereto 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 Sept. 1, and August 31. 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:

11. (a) All Employees covered by this agreement shall receive pay for the following Union and legal holidays: New Year's

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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.

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(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.

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(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.

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(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. It is further understood that work on any of these  
holidays by any employee shall be purely on a voluntary basis.

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(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 whatso-  
ever. 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 pro-  
vided that should the Employer determine that the number of  
Employees requesting the same religious

holiday, 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 intent 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 1976.

(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, 1976.

SICK LEAVE:

19. (a) Each Employee shall be entitled to receive six (6) days sick leave in each year, with pay and without any make-up. All unused sick leave shall be paid to employee at the end of each year. The year is construed to be from Sept. 1, to August 31.

(b) 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.

SUNDAY OPENING:

20. With the exception of Manhattan Avenue, Pitkin Avenue, Canal Street, Delancey Street, Stanton Street, Williamsburg, Utica Avenue and Boro Park stores that will be open on 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:

21. The Employer further agrees to pay three percent (3%) 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 and Death Benefits to its Employees, and Hospitalization and Surgical benefits to its wives and dependents of its Employees. The Employer further agrees that effective September 1, 1973 to pay 3 1/2% of

gross earnings of all its employees who come under the scope of this agreement, to the Amalgamated Retail Insurance Fund. Effective September 1, 1974, the Employer further agrees to pay 4% 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 any~~ all instruments necessary to effectuate the carrying out of the provisions of this Paragraph.

EQUAL PAY:

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

DURATION OF AGREEMENT:

23. This agreement shall commence on the 1st day of September 1972, and shall remain in full force and effect upon the parties hereto until the 29th day of February 1976.

24. 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.

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

26. 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.

27. 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.

28. In the event the pay board shall disapprove a ny part of this agreement, then the parties agree to re-negotiate the terms of agreement that the Pay Board disapproves.

29. 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

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SCHEDULE OF EMPLOYEES COMING UNDER  
THE SCOPE OF THIS AGREEMENT

SALARY


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

By \_\_\_\_\_  
Employer \_\_\_\_\_

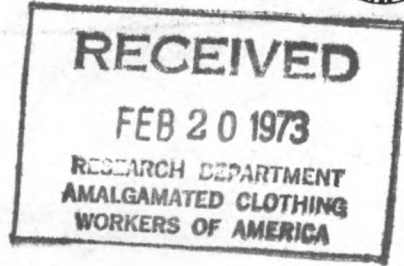


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U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212

February 14, 1973



Amalgamated Clothing Workers of America  
Research Department  
15 Union Square  
New York, New York 10003

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Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Retail Apparel Merchants, Inc. in New York and your union's local 340. The agreement we now have on file expired in August 1972.

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated. We would also appreciate your sending us copies of your Health, Insurance, and Pension Plans. In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

*Geoffrey H. Moore*  
GEOFFREY H. MOORE  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form. (PLEASE PRINT)

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2,000
2. Number and location of establishments covered by agreement NUMBER - N. A. LOCATION - NEW YORK CITY, NY
3. Product, service, or type of business: RETAIL TRADE
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

HARRY FRUMERMAN  
(Name)  
15 UNION SQUARE  
(Business address)

ASSOCIATE DIRECTOR OF RESEARCH, A.C.W.A.  
(Position)  
NEW YORK, N.Y. 10003  
(City, State, and ZIP code)