

AGREEMENT, entered into this Nineteenth day of March, 1937, by HON. S. DAVIS WILSON, Mayor of the City of Philadelphia, State of Pennsylvania, who is authorized to enter into this Agreement in behalf of the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, affiliated with the AMERICAN FEDERATION OF LABOR, and its Agents, the RETAIL DEPARTMENT STORES EMPLOYEES LOCAL #1059, hereinafter referred to as "UNION" and HARRY L. BERNBAUM, in behalf of Frank & Seder's Department Store, of Eleventh and Market Streets, Philadelphia, Pennsylvania, hereinafter referred to as "EMPLOYER".

WITNESSETH

Said parties, in consideration of the covenants and agreements hereinafter mentioned and mutually agreed upon by all to be kept, done and performed, do agree as follows:

ARTICLE I.

"EMPLOYER" agrees to deal with Local No. 1059 of the Retail Clerks' International Protective Association as the representative solely of those employees who are members of such Local employed by "EMPLOYER".

ARTICLE II. HOURS OF WORK

Forty-two hours actual work in the department shall constitute a week, and no employee shall be required to work more than eight hours in any one day, except as hereinafter set forth.

(a) Two weeks before Easter and three weeks before Christmas employees may be required by "EMPLOYER" to work for forty-eight hours a week without extra compensation.

(b) The basis for computation of wages shall be upon a forty-two hour week, exclusive of the Christmas and Easter periods, when the hours per week may be changed by "EMPLOYER" as hereinabove provided, and any employment beyond the forty-two hours per week other than as provided for in "(a)" shall be compensated for as provided for hereinafter in "(c)".

(c) In the event that any employee shall be required to work more than eight hours in any one day, time and a half shall be paid for such overtime. In the event an employee is required to work on Sunday or on a holiday, double time shall be paid.

(d) In the event the store closes for holidays, the employees shall be paid for such time, (and shall not be required to make up such time during the week).

### ARTICLE III. CLASSIFICATION OF EMPLOYMENT

The following are the classifications of employees who come within the scope of this Agreement:

Cashiers	Sales
Stock Boys	Packers
Will Call	Better Service
Return Room	Delivery (inside)
Markers	Stock Porter
Ticket Makers	Checkers
Mark Down	Shippers
Inspectresses	Receivers

### ARTICLE IV. WAGES

All employees listed in the above classifications shall receive One Dollar (\$1.00) per week increase over their present wages beginning as of March 15, 1937.

In the case of contingent employees, the One Dollar (\$1.00) increase shall be apportioned for such period as they shall be employed during the week.

### ARTICLE V? EMPLOYMENT

(a) Employees shall be hired, retained, demoted, pro-

moted, laid off, discharged or re-hired on the basis of seniority, giving proper consideration to skill and efficiency. Employees must be employed for at least six months before they can become eligible to seniority.

(b) Transfer of employees, either regular or contingent from one department to another shall not result in loss of seniority.

(c) Contingents requested to report for work or employment on a regular schedule and if not given such work shall when reporting for work be paid for at least four hours' employment unless actually notified by telegram or telephone or otherwise not to report.

#### ARTICLE VI. VACATIONS

(a) All employees employed for a period of at least one year preceding June 1, 1937, shall receive one week's vacation with pay.

(b) All regular contingents employed for a period of at least one year preceding June 1, 1937, shall receive a vacation, with pay pro rata, based on the time that they have been actually employed during the preceding year.

#### ARTICLE VII. DISCRIMINATION

There shall be no discrimination by the "EMPLOYER" by reason of any employee's membership <sup>or actual</sup> in the "UNION", nor shall there be any coercion or intimidation in an effort to dissuade employees from belonging to such "UNION".

The "UNION" agrees for itself, and on behalf of each member of the "UNION" that there will be no solicitation for membership in the "UNION" in the store and the "UNION" further agrees that there will be no coercion or intimidation upon other employees to join the "UNION" at any time or place. A violation of this undertaking by any member of the "UNION" shall be cause for discharge. X

ARTICLE VIII. ARBITRATION

(a) There shall be no strike or lock-out of any kind whatsoever during the life of this Agreement.

(b) In the event of any dispute between "EMPLOYER" and employees who are members of such Local 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. In the event that the representatives of the "UNION" and the "EMPLOYER" cannot reach a decision, the controversy shall within three days after the failure to reach a decision be referred to a Board of Arbitration to consist of two persons representing the "EMPLOYER", one person representing Local No. 1059, and one person representing the Retail Clerks' International Protective Association, and a fifth person who shall be chosen by the aforementioned four persons. In the event that those so chosen cannot agree within one week upon the selection of a fifth, then it shall be referred to Hon. S. Davis Wilson, Mayor of the City of Philadelphia who shall select the fifth man. The majority vote of this Board shall be accepted by and shall be binding upon the "EMPLOYER" and the "UNION".

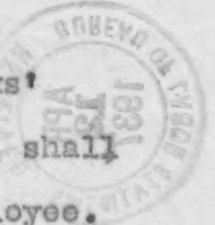
ARTICLE IX. REDUCTIONS

There shall be no reductions in salaries or commissions and there shall be no demands of any kind or character by the "UNION" relating to hours, wages and commissions, during the life of this Agreement.

ARTICLE X. TERM

This Agreement shall be effective as of March 15, 1937 and shall continue in full force and effect until the close of business March 14, 1938, and so on from year to year unless either party, desiring a change or alteration of this Agreement, notifies the other party by registered mail thirty days prior to the expiration or any renewal thereof.

Notice either to Local #1059 or to the Retail Clerks' International Protective Association, of Lafayette, Indiana, shall constitute notice under this Agreement by "EMPLOYER" to employee.



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year aforesaid.

In the presence of:

David Bortin  
N. Wertheimer for  
R. C. I. P. A.

FOR "UNION"

By S. Davis Wilson  
Mayor of the City of Phila.

FOR "EMPLOYER"

Harry L. Bernbaum

WE, the authorized Officers of the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, affiliated with the AMERICAN FEDERATION OF LABOR, on behalf of its Agents, the Retail Department Stores Employees Local No. 1059, do hereby authorize and employ the Hon. S. Davis Wilson, Mayor of the City of Philadelphia, to enter into and execute the Agreement in our behalf with HARRY L. BERNBAUM in behalf of Frank & Seder's Department Store of Eleventh and Market Streets, Philadelphia; a copy of which is hereunto attached.

We are fully acquainted with the contents of the said Agreement and approve all of the terms and conditions thereof and also authorize the said Mayor of Philadelphia to approve the same in our behalf.

In the presence of:

For the R. C. I. P. A.

Hyman Nemser

N. WERTHEIMER

37-1209

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

April 3, 1937

Secretary of Local #1059  
Retail Clerks' International  
Protective Ass'n  
c/o Central Labor Union  
814 Commonwealth Building  
Philadelphia, Pennsylvania

My dear Sir:

On February 23 we sent you a second request for a copy of your agreement with the Frank and Seder Department Store.

For a number of years the Bureau of Labor Statistics has collected copies of union agreements in force throughout the United States in order to have one place in the country where all agreements are on file. Will you be kind enough to send us a copy of your agreement together with the information requested below? Let me assure you that we will keep the identity of the agreement confidential if you so indicate. We shall be glad to type a duplicate and promptly return the original if you have only one copy available.

The enclosed envelope for your reply requires no postage. Your prompt response to this request will be greatly appreciated.

Very truly yours,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing agreement ~~Frank~~

*Frank & Seder - 11<sup>th</sup> & Market Sts. Phila*

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

Union members affected 350 Nonmembers affected 50

Comments regarding territory covered, etc.

*Herbert D. Schwany*  
(Name of person furnishing information)

*50 No 8<sup>th</sup> St Phila.*  
(Address)