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UNION LABOR AGREEMENT.

This Agreement by and between _____, party of the first part, hereinafter referred to as the Signatory Company, and the Retail Clerks International Protective Association, Local 1054, (an unincorporated association), hereinafter referred to as the Signatory Union, parties of the second part, executed this _____ day of _____ 1937, (the terms of agreement as herein stated being the sole terms of agreement between the respective parties).

WITNESSETH:

General Purpose of Agreement.

The general purpose of this Agreement is, in the mutual interests of the employer and employee, to provide for the efficient operation of the retail stores of _____ in the city of Los Angeles. It is recognized by this Agreement to be the duty of the Signatory Company and the employees to co-operate fully, individually and collectively, in the conduct of the business, and in providing intelligent service to the public and satisfaction to the customers.

Recognition.

1. The Signatory Company recognizes the Retail Clerks International Protective Association, Local 1054, as the sole Agency for the purpose of collective bargaining, for salesmen under their jurisdiction.

Terms of Agreement and Modification.

2. (a) This Agreement shall be in effect from above date, to and including March 15, 1938, and from year to year thereafter, subject to termination by either party on any _____ on thirty (30) days written notice given prior to such _____.

(b) Either party desiring any change in this Agreement at the expiration of same, shall give to the other party thirty (30) days notice in writing, prior to such expiration, that a change is desired; otherwise, this Agreement shall remain in force and effect for another year.

Jurisdiction.

3. It is understood that the Signatory Company will not be asked to act upon any question regarding jurisdiction which may arise between the Signatory Union and any other Union affiliated with the American Federation of Labor, or any other labor organization.

Interruption of Work.

4. It is agreed that there shall be no strikes, walk-outs, lock-outs, or other similar interruptions of work during the period of this Agreement.

Definitions.

5. The terms of this Agreement shall apply only to Clothing and Haberdasher Salesmen in the employ of the Signatory Company in the County of Los Angeles, State of California.

Causes for Immediate Discharge.

6. Violations of rules of the Company as posted from time to time.

Safety.

7. Employees are to comply with all safety rules, as established by the Company from time to time.

Wage Rates.

8. (a) Effective _____ Haberdasher Salesmen shall be paid on a basis of _____ percent Commission on net sales and shall be guaranteed a minimum of thirty (\$30.00) dollars per week, plus P.M.'s, excepting that competent extra salesmen shall be paid not less than six (\$6.00) dollars per day.

(b) Effective _____ Clothing Salesmen shall be paid on a basis of _____ percent Commission on net sales and shall be guaranteed a minimum of forty (\$40.00) dollars per week, plus P.M.'s, excepting that competent extra salesmen shall be paid not less than ten (\$10.00) dollars per day.

(c) It is to be understood that, if a salesman's earnings are in excess of the minimum wage, by reason of commissions, he is to receive the minimum wage plus the additional commissions. Furthermore, it is understood that, in the event a salesman's commissions fall below the minimum wage any one week, he is to be paid the minimum wage. Earnings previously made in excess of the minimum wage are not to be subtracted from any other week's earnings.

Hours of Work.

9. (a) The standard work week shall be forty-eight (48) hours, consisting of six (6) days at eight (8) consecutive hours per day, and all time worked in excess of forty-eight (48) hours in one week shall be paid for at the rate of time and one-half.

(b) All stores now opened Sundays shall close on Sundays beginning June 1, 1937, and observe Sunday closing for the term of this Agreement.

Holidays.

10. New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and all Sundays are recognized as holidays, on which no unnecessary work shall be performed and all time worked on these holidays shall be paid for at the rate of time and one-half. If and when New Year's Day, Memorial Day, Fourth of July, and Christmas fall on Sunday, then the following Monday shall be recognized as a holiday.

General Provisions.

11. One (1) week vacation with pay shall be given each salesman annually, who has been employed steadily for one year or more. No salesman under the age of eighteen years shall be employed. No salesman shall suffer a reduction in pay or suffer the loss of his position as the result of this agreement.

Signed at Los Angeles, California, this _____ day of _____ 1937.

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION, LOCAL 1054

Secretary

Company

37-12-93

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

Jan. 12, 1938

Secretary of the
Retail Clerks' Int. Protective Ass'n. #1054
c/o Central Labor Council
540 Maple Ave. 347 So Will St.
Los Angeles, Calif.

Dear Sir:

Information has come to us that you have concluded an agreement with employers.

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If at any time we can be of service to you, please write us.

Very truly yours,

Isador Lubin
Isador Lubin

Commissioner of Labor Statistics

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

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

Number of companies covered by agreement.....

Number of union members working under terms of agreement.....

Branch of trade covered.....

Date signed..... Date of expiration 3/15/39

Arthur S. Carswell
(Name of person furnishing information)

347 So. Will St.
(Address)
Los Angeles Calif.



What is the nature of the information you should be interested in?

(over)

Name	No store	no. Union Members	Trade	Date Signed	Expires	
Dodge Clothes Shop by L. Greenberg	1	4	Clothing	5/11/37	3/15/39	Louies Mens Shop by Mattsons Sport Wear Hatter Moore Murrays
Todds Clothes Shop by Jacob Weinberg	2	7	Ha.berdashery & Clothing	3/15/38	3/15/39	" " " "
Star Outfitting Co by Hob. S. Hoffmann	1	6	"	9/27/37	9/1/40	" " " "
King Outfitting Co. by I. King	1	3	"	"	"	" " " "
Federal Outfitting S. F. Hepp	6	16	"	"	"	" " " "
Farley Outfitting Theo. L. Prens	2	5	"	"	"	" " " "
Kay's Dept. Store By Robt. Rosenson	1	2	"	"	"	" " " "
Lee's Outfitting Co. by Leo Katz	1	8	"	"	"	" " " "
Golden State Outfitting Co. by S. Krantz	2	5	"	"	"	" " " "
Brown's by Chas. Brown	1	4	"	"	"	" " " "
Victor Clothing Co. Leo S. Fonarow	1	5	"	"	"	" " " "
Franklin's by M. Stern	2	6	"	"	"	" " " "
Brooks Clothing Co Harry Greenberg	6	46	"	7/1/37	3/15/39	" " " "
Brdy. Army & Navy Leo Rubinstein	1	2	"	3/15/38	3/15/39	" " " "
Eagleson's S. J. Palmer	1	5	"	"	"	" " " "
Fair Army & Navy Morris Gutterman	1	6	"	"	"	" " " "

Louies Mens Shop by Mattsons Sport Wear Hatter Moore Murrays
 S. Silverstein 1 store
 M. Silverstein 1 store
 A. Moore 6 union member
 M. Kajka 3 union members
 Date Signed 3/15/38 to 3/15/39

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