

18 on st.

3707114

C O N T R A C T

between

RETAIL CLERKS INTERNATIONAL PROTECTIVE
ASSOCIATION, affiliated with the AMERICAN
FEDERATION OF LABOR, THE RETAIL CLOTHING
SALESMEN'S UNION, LOCAL 1006

and

RETAIL CLOTHING SALESMEN'S UNION
LOCAL 1006 RCIPA AF of L

147 West 42nd Street, New York City

MEdallion 3-6175

Crawford Clothing, Inc

I AGREEMENT made this _____ day of August, 1937, by and between the RETAIL CLERK'S INTERNATIONAL PROTECTIVE ASSOCIATION, affiliated with the AMERICAN FEDERATION OF LABOR, on behalf of its agent, the RETAIL CLOTHING SALESMEN'S UNION, LOCAL 1006, or any successor duly designated and recognized by the Retail Clerk's International Protective Association, hereinafter referred to as the "Union," and

hereinafter referred to as the "Employer" for and in behalf of the said Union, and for and in behalf of the members thereof, now employed and hereafter to be employed by the Employer with the same force and effect as if this agreement had been made between the said Employer and the said Union, and all individual members now or thereafter employed by said Employer.

II WHEREAS, the parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the retail men's and boy's clothing industry, and to secure uniform and equitable terms of employment and conditions of labor satisfactory to employer and employee; and

III 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 unions on the other hand, as being beneficial and advantageous to the interest of both employer and employees and conducive to the best interests of the business of the Employer; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and of the sum of \$1.00 each to the other in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, it is mutually agreed as follows:

FIRST: The Union agrees that its members employed by the Employer will work upon the terms and conditions set forth in this agreement.

SECOND: The Employer agrees to employ through the Union, only such persons as are members in good standing of the Union. This requirement shall apply to all employees engaged either as stock clerks or in the sale of men's, boys, or children's clothing. The Union is to be the sole Judge as to whether or not a member is in good standing.

THIRD: The Employer shall apply for all new workers 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, to the best of its ability. The Employer shall not engage any worker unless he presents a working card issued by the Union directing him to the place of business of the Employer. The Employer agrees that he shall cease to employ any and all employees who are not members of the Union in good standing and who do not conform to and comply with the Constitution or other laws and regulations of said union, whenever the Employer is notified to that effect by a representative of the Union.

FOURTH: All steady employees who come under the scope of this agreement shall be guaranteed steady employment throughout the life of this contract. This provision shall apply to both salesmen and stock clerks.

FIFTH: The working hours shall not exceed forty-eight hours per week for a six-day work week. No employees shall work for more than eight hours in any one given day and the working hours shall be consecutive with only one meal period. During the months of July and August the working hours shall not exceed forty-four hours for a five and one-half day work week. This provision shall apply to both salesmen and stock clerks.

SIXTH: The Employer agrees that the minimum scale of wages for salesmen who are members of the Union shall be \$44.00 per week.

SEVENTH: (A) All salesmen who now receive \$44.00 and above per week shall receive a 5% increase in wages.

(B) It is further agreed that all stock clerks coming under the scope of this agreement shall receive an increase of \$4.00 per week over and above the present wages that they are now receiving.

EIGHTH: All two-day extras shall receive no less than a minimum of \$19.25. All three-day salesmen shall receive as a minimum nothing less than \$25.30.

NINTH: All salesmen and stock clerks coming under the scope of this agreement shall receive one week's vacation with pay.

TENTH: The Employer hereby agrees not to enter into any private agreement with any member or members of the Union without the knowledge and consent of the Union,

ELEVENTH: The Union on its part agrees that all salesmen and stock clerks who come under the scope of this agreement shall not be permitted to leave their present employment and enter the employ of another clothing merchant who has an agreement with the Union, unless the Employer affected consents to the salesman or stock clerk leaving his employ during the term of this agreement.

TWELFTH: The Employer shall permit the business representative or any other duly authorized representative of the Union to visit the Employer's store or stores for the purpose of interviewing or observing the employees in the performance of his or their work.

THIRTEENTH: In the event the Employer does not intend to continue the employment of any of his employees at the termination of his contract, he shall serve written notice upon the Union, and the employee or employees so affected, two weeks prior to the expiration of this contract, and in the event that the employee or employees do not intend to continue in the employment of the Employer, then the employee shall serve written notice upon the employer, two weeks prior to the expiration of this agreement.

FOURTEENTH: There shall be no discrimination for union activities.

FIFTEENTH: It is further agreed that the hours during which the store or stores of the Employer shall be open for business are:

(A) On Stanton and Canal Streets and immediate vicinity, the store hours during September, October, November, December, March, April, May and June, shall be 9 a.m. to 8 p.m. on Monday, Tuesday, Wednesday and Thursday. On Friday the store hours shall be from 9 a.m. to 7 p.m. On Sundays the store hours shall be from 9 a.m. to 7 p.m. During the months of July, August, January and February, the hours shall be for week days, from 9 a.m. to 7 p.m. On Saturdays from 9 a.m. to 8 p.m. On Sundays during July, August, January and February, from 9 a.m. to 6 p.m. On all Legal and Jewish holidays the store hours shall be from 9 a.m. to 6 p.m., except if the same falls on Saturday then store hours shall be from 9 a.m. to 8 p.m.

(B) On Pitkin Avenue and the immediate vicinity the store hours are to be during September, October, November, December, March, April, May and June, from 9 a.m. to 10 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Saturdays. On Fridays and Sundays during the aforesaid months from 9 a.m. to 6 p.m. During the months of July, August, January and February, the store hours shall be from 9 a.m. to 9 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Saturdays. On

Fridays during these months the store hours shall be from 9 a.m. to 6 p.m. On Sundays from 9 a.m. to 6 p.m. except that during the months of July and August the store hours on Sundays shall be from 9 a.m. to 2 p.m.

(C) In all other sections the store hours shall be determined by and between the Union and the Employer.

SIXTEENTH: In cases where the store is closed because of Legal or Religious Holidays the salesmen shall not be required to make up any time whatsoever and shall receive full pay for such holidays.

SEVENTEENTH: Annexed hereto and made part hereof is a schedule of the names of the salesmen, and their salaries, employed by the Employer who are protected under the terms of this agreement, only so long as they continue to remain good standing members of Local 1006, duly authorized local Union affiliated with and recognized by the Retail Clerks International Protective Association, affiliated with the American Federation of Labor.

EIGHTEENTH: The provisions of this agreement shall be deemed to have been made by the Employer for the benefit of all workers, members of the Union employed and to be employed by him during the term of this agreement, with the same force and effect as if they were contained in direct and individual agreements between the Employer and each of his workers, and shall be enforceable in actions of law or in equity by such employees, jointly or severally or by the Union in their behalf.

NINETEENTH: This agreement shall commence on the 1st day of September, 1937, and shall remain in full force and effect upon the parties hereto until the 31st day of August, 1938.

TWENTIETH: It is further agreed that in the event that a member or members of the Union leave his or their employment with the employer, that the employer shall immediately fill such vacancy with another member or members of the Union.

TWENTY-FIRST: The parties hereby agree to commence negotiations for the renewal of this agreement at least thirty days prior to the termination hereof.

TWENTY-SECOND: The Employer further agrees that at the written request of an authorized official of the Union that he shall deduct from the salaries of his employees any arrears in dues that may be due by the employees to the Union and turn such deduction over to a duly authorized representative of the Union. The Union on its part agrees to relieve the employer from any liability for making such deduction.

TWENTY-THIRD: This contract shall be binding upon the parties hereto, their executors, heirs, successors, assigns, receivers or trustees in any proceeding.

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 1006
AFFILIATED WITH THE RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION OF THE
AMERICAN FEDERATION OF LABOR

BY _____

EMPLOYER

