

SALARY STORES

C O N T R A C T

between

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

and

March 1, 1979 to February 28, 1982

RETAIL CLOTHING SALESMEN'S UNION
LOCAL 340 A.C.T.W.U.
A.F.L.-C.I.O.

147 West 42nd Street, New York 10036

Longacre 3-6175-6

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Agreement made as of the 1st day of March 1979 by and between the Retail Clothing Salesmen's Union, Local 340, Amalgamated Clothing and Textile Workers Union of America, AFL-CIO, hereinafter referred to as the "UNION" for and in behalf of the employees covered by this agreement and an employer of salaried salespersons under the master collective bargaining agreement between the Union and the Retail Apparel Merchants Association, Inc., 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:

CLOTHING SALESPERSON
LADIES APPAREL SALESPERSON
FURNISHING SALESPERSON
SHOE SALESPERSON
CLOTHING STOCK CLERK
FURNISHING STOCK CLERK
SHIPPING CLERK
PORTERS & ELEVATOR OPERATOR
WINDOW TRIMMER

and any and all other heretofore included 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. A42
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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. A34
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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. 40-42
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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 E22 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.

(d) In the event an Employer goes out of business, closes a store or stores or a department or departments, this Agreement shall be terminated as to such store(s) or department(s) and the Employer shall be relieved of all obligations hereunder as to such store(s) or department(s) except for accrued vacation, wages and benefits and, if applicable under paragraph 20 hereof, severance pay. ^{A34}₅

GUARANTEE OF EMPLOYMENT:

5. (a) The full time employees listed on the schedule annexed hereto or who shall be listed by separate stipulation shall be designated as certified employees unless designated to the contrary. The Employer and the Union may by mutual agreement add to the list of certified employees. All employees who are not designated as certified employees shall be considered non-certified employees.

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

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

(d) In the event the Employer does not intend to continue the employment of any of its certified 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 affected, on or before the 15th day of February, 1982.

(e) In the event that any certified 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, 1982.

(f) The Employer shall have the right to have temporary employees as needed. Such temporary employees shall not acquire any tenure of employment until and unless an agreement is reached between the Employer and the Union certifying said temporary employee.

LAYOFF OF EMPLOYEES:

6. The Employer shall have the right to lay off non-certified employees, including extras and temporaries.

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) All employees shall receive the following weekly increases, on the dates specified.

Effective DateWeekly Increase

March 4, 1979

\$14.00

March 2, 1980

\$14.00

March 1, 1981

\$12.00

 $\frac{H9}{2}$ $\frac{H14}{1}$

(b) The minimum weekly salaries, (exclusive of PMs, double-headers, incentives, etc., for selling employees) shall be as follows:

	<u>3/4/79</u>	<u>3/2/80</u>	<u>3/1/81</u>
Salespersons - Men's and Boys' Clothing	\$205.20	\$219.20	\$231.20
Salespersons - Ladies Apparel	\$149.00	\$163.00	\$175.00
Salespersons - Furnishings	\$195.80	\$209.80	\$221.80
Non-selling Employees	\$135.00	\$135.00	\$135.00

 $\frac{H112}{01}$

(c) Any extra compensation per unit for the sale of PMs, incentives and doubleheaders may, from time to time, be fixed and determined by the Employer in its sole discretion. Nothing contained herein shall be construed as requiring the Employer to install or maintain any PMs, incentives or doubleheaders whatsoever.

(d) 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.

(e) 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 employees shall receive these wage increases pro-rata.

 $\frac{H9}{1}$

(f.) Fringe benefits shall as heretofore be paid on a pro-rata basis to part timers.

HOURS OF WORK:

$\frac{F9-10}{50}$ $\frac{F11-13}{400}$

9. (a) The regular 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 at straight-time in any one given day and the working hours shall be consecutive with only one meal period.

(b) All employees shall receive overtime pay at the rate of time and a half.

$\frac{F15-16}{80}$ $\frac{F17-19}{115}$

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: Commission, 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 forty hours per week, shall be paid to each employee.

$\frac{F21-22}{400}$

$\frac{F24-26}{115}$

(c) 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.

$\frac{F59-61}{115}$

(d) With the exception of employees in stores on Manhattan Avenue, Pitkin Avenue, East Broadway, Canal Street, Delancey Street, Stanton Street, Williamsburg, Utica Avenue and Boro Park that are open Sundays as a fifth day of work, all employees shall be com-

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compensated at the rate of time and a half for said Sunday work with a minimum of eight hours straight time pay for five hours of work. Employment of employees for this Sunday work, shall be on a voluntary basis.

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VACATIONS:

10. Employees who are on the payroll of the Employer on July 1st of each year or who have been laid off by the Employer prior to July 1st shall receive vacation benefits as follows:

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(a) All employees who have worked at least six months and less than one year, shall receive one week's vacation with pay.

(b) All employees who have worked one year or more shall receive two weeks vacation with pay each year.

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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 and have 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 their present employment, shall receive three (3) weeks vacation with pay each year.

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

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(e) It is further agreed by and between the parties hereto that selling employees shall receive vacation pay based on their average earnings for the preceding calendar year. Non-selling

employees shall receive vacation pay based on their average earnings for the preceding calendar year or on their current rate of pay, whichever is greater.

(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. However, it is further agreed that the period within the vacation year during which said third week and fourth week vacation is taken by each employee, shall rest with the Employer to designate as it deems advisable in accordance with its business requirements. The vacation year in all cases shall be construed as the period between March 1 and February 28.

HOLIDAYS:

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

(d) All employees shall work only thirty-two (32) hours during the week of a legal or personal day 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. 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.

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(g) It is further agreed that all employees shall have three personal or religious holidays each year. They shall receive full pay for same at the basic scale and shall not be required to make-up any time whatsoever. Said personal days may be used for religious holiday observance should the employee so desire, in which event the employee 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 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:

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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 death of a father, mother, brother, sister, or spouse.

JURY SERVICE:

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13. All employees who shall be called on to serve on juries shall receive full pay for such jury services at the basic rate. The employees must remit to their Employer all jury pay that they receive.

CHECKOFF:

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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:

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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.

TRAINING - SELLING EMPLOYEES:

18. Trainees shall be defined as employees with less than one year's experience selling clothing or furnishings as the case may be. The salary scale for such trainees shall be as follows:

<u>Weeks</u>	<u>Clothing</u>	<u>Furnishings</u>
0 - 8	\$ 160	150
9 - 18	\$ 175	165
19 - 26	\$ 190	180
Over 26	\$ 205.20	195.80

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 Thirty-Four Dollars (\$234.00) a week in earnings for a five day week. For the second year, up to a maximum earnings of Two Hundred Forty-Eight Dollars (\$248.00) for a five day week, and for the third year, up to a maximum earnings of Two Hundred Sixty Dollars (\$260.00) 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.

SEVERANCE PAY:

20. Severance pay shall be provided in the event of a store closing permanently and the employees not having been afforded employment in another store. The amount of severance pay shall be one week's base pay for each four years of service, to a maximum of eight weeks pay.

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STRIKES, LOCKOUTS & ARBITRATION:

21. (a) During the term of this agreement there shall be no lock-out, 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 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 a court 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.

INSURANCE & RETIREMENT FUND:

22. The Employer agrees to pay four and six tenths percent (4.6%) 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 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 Association and the Employer further agrees to sign any and all instruments necessary to effectuate the carrying out of the provisions of this Paragraph.

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EQUAL PAY:

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

DURATION OF AGREEMENT AND MISCELLANEOUS.

24. This agreement shall commence on the 1st day of March 1979 and shall remain in full force and effect upon the parties hereto until the 28th day of February, 1982.

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

25. 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.

26. 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.

27. 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.

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

29. In the event any employee goes to any wholesaler, manufacturer or supplier, either on his own behalf or on behalf of any other person, for the purpose of purchasing any clothing, such employee shall be subject to discipline.

30. Any selling employee designated as a "Selling Manager" and who receives additional compensation for his or her sales shall work such hours and shall receive such wages and other conditions of employment as may be agreed upon between the Union and the Employer.

The Employer shall have the right, at any time, upon 24 hours notice, either orally or in writing, to the Union and the employee, to reduce the status of such "Selling Manager" to that of a salesman, at the scale of wages for a salesman contained in the Agreement then

continue to be employed as a salesman for the balance of the then current agreement, or such "Selling Manager" may elect to leave his employment. In the event the "Selling Manager" leaves his employment, the Employer shall immediately pay him for all accrued vacations, wages and benefits.

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 & TEXTILE
WORKERS UNION

BY _____

Employer

Stipulation intended to and hereby made a part
of agreement or supplemental agreement, dated as of March 1, 1979
between Retail Clothing Salesmen's Union, Local 340, A.C.T.W.U.
and _____, Employer,
(individually or as a member of the Retail Apparel Merchants
Association, Inc.)

SCHEDULE OF EMPLOYEES

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>SALARY</u>	
		<u>Old</u>	<u>New</u>

RETAIL CLOTHING SALESMEN'S UNION
LOCAL 340 A.C.T.W.U.

BY: _____

[18] Employer: _____



006907

MAY 31, 1979

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Q 3 No. 44-R0003
App. exp. March 31, 1980

SECRETARY-TREASURER
AMALGAMATED CLOTHING AND TEXTILE
WORKERS UNION
147 WEST 42ND STREET
NEW YORK, NY. 10036

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JUN 15 1979

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PREVIOUS AGREEMENT EXPIRED
FEBRUARY 27, 1979

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s):

AND LOCAL 340. THE AGREEMENT WE HAVE ON FILE
EXPIRED FEB 1982.
WITH CLOTHING WORKERS
NEW YORK

RETAIL APPAREL MERCHANTS ASSN NY L 340

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.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood
JANET L. NORWOOD
Acting Commissioner

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10-4-83
PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 2500 -
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business Retail Stores
4. If your agreement has been extended, indicate new expiration date Renewed for 3 yrs

Your Name and Position

Address

Area Code/Telephone Number

City/State/ZIP Code