

*Retail Clerks #262
Wash. D. C.
March - 39*

THIS AGREEMENT, made and entered into this _____ day of _____, 1938,

by and between _____

hereinafter called and referred to as the "Employer", party of the first part, and RETAIL CLERKS ASSOCIATION, LOCAL NO. 262, of the Retail Clerks International Protective Association, affiliated with the American Federation of Labor and the Washington Central Labor Union, hereinafter called and referred to as the "Union", party of the second part, WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00), each to the other in hand paid before the signing of this agreement, and in further consideration of the mutual promises hereinafter stated, the parties hereto agree as follows:

1. The Union agrees to loan to the Employer, without cost to the Employer, cards known as "Store Cards", the ownership of said cards to remain in the Union and to be surrendered by the Employer upon demand of the Union for any violation by the Employer of any of the terms or provisions of this agreement.

2. It is mutually agreed that the Employer will not hire any person to engage in the sale of clothing, or the sale of furnishings, shoes and hats, unless such person is the holder of and first exhibits to the Employer a Union Card showing membership in the Retail Clerks Association, Local No. 262, or a work permit issued by that Union.

3. It is agreed that earnings of all employees covered by this contract shall be at the average rate of 5% on clothing and the average rate of 6% on furnishings, shoes and hat sales, the minimum drawing account per week to be Twenty-nine Dollars (\$29.00) for salesmen and Eighteen Dollars (\$18.00) per week for salesladies, provided that salesladies performing the same work as salesmen shall receive compensation at the same rate as salesmen. Commissions are to be computed monthly and settled monthly, and no commission earned above the minimum drawing of Twenty-nine Dollars (\$29.00) per week averaged for the month shall be charged back to any other month.

Nothing herein contained shall prevent the employer from paying to any employee covered by this agreement a straight wage or a wage and commission provided that if at the end of the month the straight wage or a wage and commission so paid does not equal the sum which the employee would have earned at the average percentages of 5% on clothing and 6% on furnishings, shoe and hat sales, the employer shall pay to the particular employee the difference between the straight wage or wage and commission paid by him and the amount which would have been earned if compensation had been calculated on the percentage basis herein recited.

Any earnings, ^{except overtime,} ~~(except overtime) over the minimum of Twenty-nine Dollars (\$29.00) and Eighteen Dollars (\$18.00) per week herein provided,~~ by whatsoever name called or howsoever designated, shall be considered commission within the meaning of this agreement. OK

4. It is mutually agreed that for the purposes of this agreement the standard work-week shall be forty-eight (48) hours, commencing on Monday at 9:00 o'clock a.m., and ending on Saturday at 6:00 o'clock p.m., and that the daily hours of employment shall be from 9:00 o'clock a.m. to 6:00 o'clock p.m., with an interval of one (1) hour for lunch, and, in the case of overwork, another interval of one (1) hour for dinner.

A. It is further mutually understood and agreed, however, that during the months of July and August of any contract year employees covered by this agreement shall be compensated for a full weeks' work at the rate of Thirty-three Dollars and Eighty-three Cents (\$33.83) a week, and for a five day week at the rate of Twenty-nine Dollars (\$29.00) a week. OK

B. All regular employees of one year's service shall receive one (1) week's vacation with pay; provided, however, that no employee who has heretofore by reason of experience or otherwise been entitled to a longer vacation than one (1) week with pay shall have his or her vacation period reduced.

C. Extra help shall be compensated as follows:

Males at the rate of Sixty-five Cents (65¢) per hour and females at the rate of Forty Cents (40¢) per hour. When such employees report for work they shall finish the day, but no such employee shall receive less than four (4) hours' pay in any one day. OK

D. Where the employer has in his employ for one year or more a stock boy or bundle wrapper that the employer desires to place on the floor as a salesperson, said employee shall be classified as an Apprentice Salesperson and shall receive Twenty Dollars (\$20.00) per work-week for the first six months and Twenty-two Dollars and Fifty Cents (\$22.50) for the last six months; said apprentices must be regular members of this association and shall otherwise come under the provisions of this contract.

5. It is mutually agreed that any work performed before 9:00 o'clock, a.m., or after 6:00 o'clock, p.m., shall be considered as overtime and be paid for as follows:

	Rate per hour or fraction thereof
Salesmen	\$ 1.20.8
Salesladies	.75
Apprentices, first six months	.83.3
Apprentices, second six months	.94
Extra Help, men	1.30
Extra Help, women	.80

A. It is agreed that double time shall not be applicable in instances where an employee is waiting on a customer at 6:00 o'clock p.m. and finishes the service after 6:00 o'clock p.m., and in any such instances the employee shall also replace the stock of the employer.

B. No regular member of the Union in good standing shall suffer a reduction in his minimum rate of compensation through lay-off or staggered time.

C. No member of the Union shall be paid at rates on a per diem basis who has worked for the Employer for a period of thirty (30) or more consecutive days.

D. All earnings, wages or commissions shall be exempt from any charges, fines, taxes, payments for pensions, insurance or sick benefits, other than those voluntarily paid by wage earners or required by State or Federal laws.

6. The employer agrees that the following days shall be full holidays with pay for all employees covered by this contract: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. George Washington's Birthday shall be a half-holiday, (9:00 a.m. to 1:00 p.m.) and employees working thereon shall receive a full day's pay. All time worked after 1:00 p.m. shall be paid for at the rate of double time.

7. It is agreed that in the event of a dispute concerning hours, wages or earnings between the Employer and employee, an official representative of the Union may have access to all records of the Employer pertaining to the hours, wages or earnings of the particular employee involved.

8. No employee shall be discharged for his or her Union activities.

9. The party of the first part desiring to terminate the services of a member of the party of the second part, where the honesty and integrity of the employee are not at stake, shall so advise the employee one (1) week in advance, and that a member of the party of the second part desiring to leave the employ of the party of the first part, shall so advise the employer one (1) week in advance.

10. It is agreed that no employee covered by this agreement and now receiving a higher rate of pay than that provided for herein shall suffer any reduction in earnings by reason of the provisions hereof.

11. In case any dispute or difficulty relative to this agreement or to the performance of the duties and obligations of employment hereunder, can not be adjusted between the Union and the Employer, such matters shall be referred by either party to a Board of Arbitration to be appointed and constituted as follows:

Either party shall, within five days, notify the other of the need for the appointment of a Board of Arbitration, and thereafter, within five days, the Employer and the Union shall each select two representatives who shall act on such Board of Arbitration. In the event that the Board of four persons so selected shall fail within five days to reach a decision, the said four persons shall select a fifth person to act upon the Board of Arbitration. The Board of Arbitration shall meet within five days after the selection of such fifth member and shall conduct a hearing and receive testimony and shall thereafter, within five days, submit its findings and render its decision in writing. The decision of a majority of the Board of Arbitration shall be binding and conclusive on the parties hereto, and upon the employee or employees who may be affected thereby. The expenses of the fifth member acting on the Board of Arbitration shall be divided equally between the Employer and the Union.

All work shall continue without interruption pending completion of arbitration proceedings.

This agreement shall go into effect as of April 1st, 1938, and shall continue in full force and effect until March 31st, 1939, and continue thereafter for yearly periods unless written notice of a contrary intention is given Thirty (30) days prior to March 31st of each year thereafter.

Any such notice shall set forth, in detail, the changes proposed by the party giving notice.

In the event either party serves such notice in respect to such changes in the agreement it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed change or changes and that pending the result of negotiations neither party shall change the conditions existing under the contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Party of the First Part

Address

ATTEST:

RETAIL CLERKS' ASSOCIATION, LOCAL NO. 262

Secretary

By _____

President
Party of the Second Part