

AGREEMENT made this _____ day of _____ 1935,
by and between the RETAIL CLOTHING SALESMEN'S UNION, LOCAL #1006, of the
RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, affiliated with the
AMERICAN FEDERATION OF LABOR, hereinafter referred to as the UNION, and

residing at

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 and boys' clothing 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 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: That the period of this contract shall commence on the day of _____, 1935, and terminate on the _____ day of _____, 1936.

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 handling or selling men's, boys' or children's clothing.

THIRD: The Union is to be the sole judge as to whether or not a member is in good standing.

FOURTH: Annexed hereto and made part hereof is a schedule of the names and addresses of the employees employed by the employer, and the respective salaries paid to such employees.

FIFTH: The terms of the employment shall be as follows:

A. All steady employees employed by the employer shall be constantly employed during the twelve-month period of this agreement.

B. The working hours shall not exceed 48 hours per week. The daily hours shall be determined by mutual agreement of the Union and the Employer.

C. The weekly wage or salary of members of the Union shall be a minimum of \$36.00.

D. All steady employees shall receive one week vacation with pay.

E. Any bonus or commission paid by any employer to an employee shall not be deemed part of his agreed wage.

SIXTH: In the event of any dispute between the employer and employee, 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, and in the event that the representatives of the Union and the Employer cannot reach a decision, the controversy shall then be referred to a Board of Arbitration to consist of 2 persons representing the Employer, 2 persons representing the Union, and a fifth person who shall be chosen by the aforementioned four persons. The majority vote of this Board shall be accepted by and shall be binding upon the employer and employee.

It is expressly understood and agreed that pending the submission to arbitration and the determination by the Board, the Employee or Employees who are the subject matter of such dispute shall be continued in their regular employment.

The cost of each matter submitted to arbitration shall be determined by the Impartial chairman, and paid by the complaining party.

SEVENTH: The employer hereby agrees not to enter into any private agreement with any member or members of the Union.

EIGHTH: 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 salesman or salesmen in the performance of his or their work. This permission is granted without any restrictions.

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

TENTH: The parties hereby agree to commence negotiations for the renewal of this agreement at least thirty (30) days prior to the termination hereof.

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

SCHEDULE AS PER PARAGRAPH #4

STEADY MEN
Bernard Altman
Abraham Cudish
Jacob Wall

(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 9 P.M. On Mondays, Tuesdays, Wednesdays and Thursdays. On Fridays during the aforesaid months from 9 A.M. to 6 P.M. On Saturday during the aforesaid months from 9 A.M. to 10 P.M. On Sunday during the aforesaid months from 9 A.M. to 7 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, Tuesday, Wednesdays, and Thursday. On Fridays during these months the store hours shall be from 9 A.M. to 6 P.M. On Saturday from 9 A.M. to 9 P.M. and on Sunday from 9 A.M. to 6 P.M. except that during the months of July and August the store hours on Sunday 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.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed and have set their hands and seals hereto, executing this agreement by their duly authorized representatives.

RETAIL CLOTHING SALESMEN'S UNION,
LOCAL #1006 of the RETAIL CLERKS' INTERNATIONAL
PROTECTIVE ASSOCIATION, AFFILIATED WITH THE
AMERICAN FEDERATION OF LABOR

By _____

E M P L O Y E R

WITNESS:

(3121)

U.S. Department of Labor
BUREAU OF LABOR STATISTICS
Washington

New York City

COLLECTION OF UNION AGREEMENTS
May 15, 1936

Local Union Retail Clerks' Protective Ass'n #1006

Address D. M. Schonborn, ~~2296 E. 22nd St.~~ 799- BROADWAY- ROOM ²⁴² ₂₄₃

1. What branch of the trade is covered by this local? _____

RETAIL CLOTHING INDUSTRY

2. Number of employers with whom union has effective agreements. 200
(If a number of employers sign identical agreements, please attach copy of the agreement and list employers below. If all provisions in the various agreements are not identical, get copies of each and fill out a separate schedule for each different type.)

3. Number of union members covered by agreement attached to this schedule. 450

4. Number of non-members covered. NO

5. Names of companies or employers' associations :
signing the attached agreement. (If signed by : Beginning : Date of
an association, please give name of associa- : Date : Termination
tion and number of companies.) : : :

	Beginning Date	Termination Date
<u>SIGN AS INDIVIDUALS</u>	<u>SEPT. 1. 1935</u>	<u>AUG. 31. 1936</u>
<u>100 CRAWFORD clothes</u> (20)		
<u>12 ROXY clothes</u> (6)		
<u>BALANCE OFF 198 STORES</u>		
<u>TAKES UP BALANCE OF MEMBERS</u>		
<u>AND NO AVAILABLE LIST TO</u>		
<u>MAKE COPY FROM</u>		
<u>MIN. 12MO. PER YEAR</u>		
<u>\$3600- FOR- 48 HOURS PER WEEK</u>		

6. Indicate if union wishes to have us keep identity of this agreement confidential. _____

W. E. Dinger
(Name of Agent)

6/25/36
(Date)

David M. Schonborn
(Signature of person furnishing information)

Business Representative
(Office or Position)

799 Broadway, N.Y.
(Address)