

MEMORANDUM OF AGREEMENT between THE RETAIL SHOE SALESMEN'S UNION OF NEW YORK, LOCAL #1268, RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, affiliated with the AMERICAN FEDERATION OF LABOR, CENTRAL TRADES AND LABOR COUNCIL OF GREATER NEW YORK AND VICINITY, hereinafter designated as party of the first part, and

a domestic corporation, operating in the Borough of Manhattan and Bronx, City of New York, hereinafter designated as the party of the second part.

W I T N E S S E T H:

WHEREAS, the party of the first part is composed of retail shoe salesmen, and

WHEREAS, the party of the second part is engaged in the retail shoe business, and

WHEREAS, the parties hereto recognize the principle of collective bargaining or agreement between the employers and employees organized in labor unions as beneficial and advantageous to the employers and employees and conducive to the operation of industry.

NOW, THEREFORE, in consideration of the aforesaid facts and of the agreements herein contained, and of the sum of One Dollar by each of the parties hereto in hand paid to the other, receipt of which is herein acknowledged, the parties agree to the following:

ARTICLE I: (a)

The party of the second part agrees to employ only members who are in good standing of the party of the first part, both for regular or extra work. If for substantial reasons the party of the first part should be unable to supply to the party of the second part good standing members of the party of the first part as employees within ample time, then and in that event, the party of the second part shall have the privilege to recommend a prospective non-union salesman for the position provided that said salesman is found satisfactory to the authorized representative of the party of the first part, and that said salesman makes his application for membership with the party of the first part and upon initial payment; received a working card for temporary work until his trial period ends.

ARTICLE I: (b)

The party of the first part agrees to give the party of the second part a trial period for new applicants of two weeks beginning their employment. If said new applicant is satisfactory to the employer after two weeks trial then in that event the employee must obtain a permanent working card of the party of the first part. Should any employee refuse to prove his membership to the party of the first part, then the party of the second part shall discharge said employee from his employment. The failure of the party of the second part to comply with the terms of this article shall be regarded as a breach of this contract.

ARTICLE II: (a)

The party of the first part agrees to supply the employer with the experienced and competent salesmen who are members of the Union. The Union shall use its best efforts as a labor organization to aid and assist the employer in the conduct of the employer's business by furnishing such employees and by maintaining proper supervision of its members. Should any employer affected by this contract desire to dispense with the services of any employee or employees for satisfactory reasons or where occasioned by temporary closing or permanent discontinuance of the stores, he shall give not less than two (2) weeks notice of such intention to the party of the first part. The employer shall not discharge any employee merely on account of personal prejudice. It is also agreed that at no time shall the employer have the right to reduce the salary of any of his employees. Any dispute that may arise on the above article two, may be referred to arbitration as of article seven.

ARTICLE II: (b)

There shall be a minimum wage scale for the salesmen of Thirty (\$30.00) dollars per week, extra help shall be paid at the minimum wage of Five (\$5.00) Dollars per day of eight (8) hours, and in addition thereto one per cent (1%) commissions on sales made by such extra salesman. Evening extra help shall receive Three (\$3.00) Dollars per evening, said evening to commence at 7 P. M., and end at closing time of store.

ARTICLE III:

All extra men employed in stores must be members of the party of the first part in good standing. The party of the second part shall have the right to engage extra help during all holidays, but such help shall not be employed for more than three (3) weeks before the holidays, excepting that such help may be employed for not more than four (4) weeks preceding the Easter and Christmas Holidays. The employer agrees with the party of the first part to immediately notify in writing the party of the first part of the employment of such extra help, and that such extra help are engaged as holiday extras only.

The extra help, hereinbefore referred to shall not be permitted to work in the retail shoe stores for such holidays unless they shall first obtain from the party of the first part a special working card for such period.

It is understood and agreed by and between the parties hereto that there are two classes of extras - steady extras or extra men (1) and special extra or extra help (2). The latter class of extras are for the convenience and accommodation of the employer during the holiday seasons only. The regular extras or extra men (1) are regular members of the Union and entitled to all the privileges and benefits of such members and in every way subject to the terms and conditions contained in this agreement, as though they were regular full

time employees. No store shall be allowed to employ extra help where one or more steady salesmen are not employed.

ARTICLE IV:

The working week of the salesmen shall not be more than forty-eight (48) hours. It shall be the privilege of the employer to designate the daily working hours of his employees providing they run consecutively, and a list of these hours be posted prominently in the store.

The party of the second part agrees to close its store or stores daily, Saturday and Holidays, and on such days and at such hours common in the particular locality in which such stores may be located. Salesmen shall receive full pay for all Holidays when the store or stores be closed.

ARTICLE V:

All salesmen employed with the employer one (1) year or more prior to the expiration of this contract shall receive one (1) week's vacation with full pay during the months of July or August.

ARTICLE VI:

The Union shall lend to the employer certain Union Shop display cards which the employer shall display prominently in the employer's place of business for the purpose of informing the public that the employer's store or stores employ only Union help. Such display cards shall remain the property of the Union, and the employer agrees to surrender said display cards to the Union, in good condition, upon demand. The Union shall have the right to demand the surrender of said display cards upon the failure of the employer to comply with said demand, the employer hereby concedes to the Union the right to obtain an injunction prohibiting the employer from using or displaying said display cards and the employer agrees to pay to the Union the sum of Five Hundred (\$500.) Dollars as liquidated damages, the parties being unable to calculate and to ascertain the exact damage which the Union and its members will suffer by the use of said display cards by the employer without the permission and sanction of the Union.

ARTICLE VII:

If any dispute shall arise between the parties hereto which cannot be adjusted by the representative of the representative parties, such dispute shall be referred to a Board of Arbitration to consist of one person representing the party of the first part, and one person representing the party of the second part. These to choose the third person all of whom shall constitute the Board of Arbitration, whose majority vote shall be accepted by and shall be binding upon the parties to this agreement. If no decision shall be made within ten (10) days, the parties hereto may seek other remedies.

ARTICLE VIII: (a)

The employer agrees not to enter into individual agreements with the shoe salesmen in its employ or to accept or require any security from any member of this union except-

ing such as are employed as managers. Managers in chain stores employing six (6) or more steady salesmen are not compelled to be members. This privilege being optional.

ARTICIE VIII: (b)

The employer shall permit the business agent or any other duly authorized representative of the Union to visit their store or stores any time and to observe and interview the salesmen in connection with the performance of their work.

ARTICIE IX:

At no time will the party of the first part recognize more than two (2) partners in any one particular firm (incorporated or partnership). Only those two that are registered in the office of the county clerk of the City of New York, and have the power of attorney to sign checks for their respective firms shall be recognized as bona-fide partners. All others must be members of the party of the first part.

ARTICIE X:

It is hereby agreed between the Union and the employer that no employee can leave his position within four weeks before the holidays of Easter and Christmas Day.

ARTICIE XI:

It is further agreed that fifteen (15) days before the expiration of this agreement, the parties hereto shall confer about the renewal of the terms thereof. In the event that no new demands are submitted by either party this contract shall continue in force from year to year.

This agreement shall take effect at once and shall expire on the _____ day of _____, 19 ____.

IN WITNESS WHEREOF, the employer has signed this agreement and the Union has caused this agreement to be signed by its representative, this _____ day of _____, 1935.

RETAIL SHOE SALESMEN'S UNION OF
NEW YORK LOCAL #1268, Retail
Clerks' International Protective
Association, affiliated with the
A. F. of L.

BY: _____
REPRESENTATIVE.

FIRM

REPRESENTATIVE.

35-12-16 ✓

(312)

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 Association #1268
Address Israil M. Simon, 1587 Broadway ✓ ROOM 307

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

2. Number of employers with whom union has effective agreements. 100
(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. 350

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	Date of Termination
<u>All sign individual</u>	<u>VARIOUS</u>	<u>1 YEAR FROM DATE</u>
<u>60 ANSONIA shoes - (4)</u>	<u>DATES</u>	
<u>40 BAYN - (8)</u>		
<u>35 NATIONAL (6)</u>		
<u>BALANCE divided between 97 other STORES</u>		
<u>impossible to secure list</u>		

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

W. E. Dinger
(Name of Agent)

Israil M. Simon
(Signature of person furnishing information)

Business manager
(Office or Position)

6/26/36
(Date)

1587 Broadway
(Address)