

THIS AGREEMENT, made and entered into this 15 day of September A.D., 1935, by and between located at in the City of Philadelphia, State of Pennsylvania, hereinafter referred to as "Employer", and the RETAIL CLOTHING SALESMEN'S PROTECTIVE ASSOCIATION OF PHILADELPHIA, LOCAL NO. 42, affiliated with the AMERICAN FEDERATION OF LABOR, through the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, hereinafter referred to as "Union".

W I T N E S S E T H:

In consideration of the mutual covenants and agreements hereinafter set forth and of the sum of One Dollar each to the other paid in hand, receipt of which is hereby acknowledged, the said parties agree to and with each other as follows:

RECOGNITION OF UNION

1. The employer agrees that he will recognize the RETAIL CLOTHING SALESMEN'S PROTECTIVE ASSOCIATION OF PHILADELPHIA, LOCAL NO. 42, as the spokesman of the workers in the industry in all negotiations between the said employer and the said union, and in all disputes that may arise between the employer and the employees within the said store.
2. It is further agreed between the employer and the union that the executive committee elected by the said union will constitute their representatives in negotiations between the employer and employees in any matter that may affect working conditions in the said store.
3. The employer further agrees to recognize authorized union officers and to permit not more than three of them to visit the store and investigate working conditions and adjust disputes, at reasonable hours.

EMPLOYMENT

1. The employer agrees to employ none but members of the Union in good standing to perform all functions of retail clothing salesmen inside or outside the said store. Said provision not to apply to members of the employer's immediate family, to wit: sons, brothers, or daughters. Provided, however, that not more than one such relative shall be subject to the above exemption within any one store.

2. The employer further agrees that when in need of new help he will apply to the office of the union for same. The employer will engage only such workers who will identify themselves by presenting a work card issued by the union.

3. The trial period for newly engaged workers shall be during the first two weeks of employment, after which time they are to be considered regular employees of the employer, and entitled to the privileges and subject to the terms and provisions under this agreement, unless otherwise designated and mutually agreed upon by the employer and the union.

4. The union agrees to furnish the employer with any additional workers he may request, upon three days' notice on the terms and conditions contained herein. If the union is unable to furnish such additional help, the employer may employ any help that he sees fit, provided such worker upon receiving employment but prior to the assumption of any duties applies to the union for a work card and receives such work card from the representative of the union.

5. No worker shall be discharged by the employer without sufficient cause. In all cases of discharge, an opportunity shall be given for joint investigation as to the sufficiency of the reasons for said discharge. Such investigation shall be conducted by two representatives of the union and two representatives of the employer, and the aforementioned shall appoint an impartial chairman.

Said chairman shall be connected neither with the employer nor with the union, and his decisions shall be binding upon both. A final decision of such cases shall be rendered within three days, unless extended by mutual consent.

HOURS OF WORK

1. The regular week's work shall consist of fifty hours, all overtime work being prohibited. Such hours shall be distributed in one of two ways:

- (a) An employer may elect to have his employees work the fifty hours of a five day week, consisting of ten hours per day;
- (b) Or, a six day week, consisting of eight hours per day and ten hours on Saturday.

It is specifically understood by and between the parties that the employer is to make his election as to which system he is to adhere to in his store upon the signing of this agreement. Such election shall be final and binding upon both parties hereto for the duration of this agreement.

2. No employee may work before nine o'clock A. M., nor after nine o'clock P. M. during the week, with the exception of Saturday, when the said employee may work until ten o'clock P. M. Provided, however, that during 7 months of the year, to wit: $3\frac{1}{2}$ months during the fall and $3\frac{1}{2}$ months during the spring, such months to be mutually decided upon by the union and the employer, employees may begin working at eight o'clock A. M. and may work no later than ten o'clock P. M. The said employment is to be arranged in shifts. Under no circumstances is an employee to work more than eight hours per day or ten hours per day, depending upon the particular system elected by the employer and maintained within the store as more specifically outlined hereinbefore under Paragraph 1.

(a) No employee shall work after 6 o'clock P. M. on legal holidays. On the holidays hereinafter mentioned, employees

shall work as follows:

New Year's Day until 5 P. M.; Decoration Day until 6 P. M.; Independence Day until 5 P. M.; Labor Day until 6 P. M.; Thanksgiving Day until 6 P. M., and Christmas Day until 5 P. M.

(b) Should a holiday fall on Saturday, the employer shall be then privileged to have his employees work the regular day's work, to wit: ten hours.

(c) Provisions with reference to hours are to be applicable to extra salesmen. Such extra salesmen are to be engaged only for week ends, to wit: two working days consisting of 8 hours per day. The said salesmen are to comply with all working conditions and are to receive a work card issued by the union before receiving employment from the employer.

SYSTEM OF WORK AND WAGES

1. The system of work shall be weekly. It is further agreed between the employer and the union that during the dull season, to wit: during the months of July and August, and January and February, all work shall be distributed equally among all the regular workers of the employer. Distribution of such work shall be arranged by and between a representative of the union and the employer, the particular system, to wit: the five day or six day system shall be the determining factor in the arrangement of such hours; provided, however, that at no time shall an employee receive less than 60% of his regular work per week and full payment therefor, according to his schedule as heretofore agreed.

2. The minimum wage rate shall be \$32.50 per week; in exceptional cases, however, such cases to be negotiated and agreed upon by and between the employer and the representative of the union, employees may receive a minimum wage of \$27.50. In no event, however, shall this provision be so construed as to reduce or have a

tendency to reduce the prevailing wage rate in the store.

EMPLOYEES

1. The employees to be engaged during the year and considered attached to the particular store of each employer are to be agreed upon by and between the union and the employer.

2. This agreement shall be considered as if entered into by the union for itself and on behalf of the individual employees hereinafter enumerated under Exhibit "A". Such employees shall be individually and collectively, through its agent, the union, entitled to the privileges and subject to the terms herein contained. A list of such employees is attached hereto, made a part hereof and marked Exhibit "A".

ADJUSTMENT OF DISPUTES AND DURATION OF AGREEMENT

1. The employer and the union agree that all matters in controversy or dispute, if any, be immediately taken up for adjustment by the employer and the executive committee of the union. If unable to reach an agreement, the dispute shall be taken up by the Board of Adjustments, said Board to consist of two representatives of the employer, two representatives of the union and an impartial chairman who shall be affiliated neither with the employer nor with the union.

2. This agreement shall go into effect on the day of September, 1935, and shall continue in full force and effect until the 15th day of September, 1936. On or about the 15th day of August, 1936, both parties shall meet in conference for the purpose of either renewing the present agreement or negotiating a new one. Said conferences are to continue until an agreement for the following year, to wit: 1936 to 1937 is entered into; provided that such negotiations are conducted in good faith by both parties and that ne-

gotiations do not extend ten days beyond the expiration date of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals the day and year first above written.

BY THE EMPLOYER:

WITNESS:

_____(SEAL)

RETAIL CLOTHING SALESMEN'S PROTECTIVE
ASSOCIATION OF PHILADELPHIA, LOCAL
No. 42

_____(SEAL)

_____(SEAL)

The employer agrees to employ his men on a ten (10) hour basis five (5) days per week.

EMPLOYER'S SIGNATURE

The employer agrees to employ his men on an eight (8) hour day basis six (6) days per week.

EMPLOYER'S SIGNATURE

3312017
18

Del. + Grove Clerk
\$753

January 15, 1934.

DECISION

FRUIT CLERKS' STRIKE

1. The strike shall be called off immediately and all picketing shall cease at once.
2. The employer shall recognize the right of the employees to bargain collectively and shall not discriminate against any employee who has or may hereafter join any labor organization of his own choosing.
3. The employer shall at any reasonable time meet a committee of his employees or their representatives for the purpose of discussing and adjusting matters relating to wages, hours and working conditions.
4. Employment shall go back to the status quo existing as of the date of the strike and new employees hired since that date shall give way as far as necessary for the re-employment of full time employees who went out on strike. This shall be accomplished not later than February 1, 1934. All of those on strike will be put back to work as conditions of the industry warrant and no new employees shall be hired until all strikers shall have been offered an opportunity to be restored to their old jobs.
5. All cases in which threats or violence are alleged as a reason for not re-hiring a striker will be referred to an arbitrator who shall be selected by the Regional Labor Board to determine whether or not such person shall be re-employed.

By the Regional Labor Board

Strike of 500 Fruit Clerks
Dec 23-1933 Jan 15-1934
Wages increased - hours shortened

