9-1-1968

Shoe Retailers League, Incorporated and Retail Shoe Employees Union, Local 1268, 287, AFL-CIO (1968)
Shoe Retailers League, Incorporated and Retail Shoe Employees Union, Local 1268, 287, AFL-CIO (1968)

Location
New York, NY; Nassau, NY; Suffolk, NY

Effective Date
9-1-1968

Expiration Date
August 1971

Number of Workers
1200

Employer
No employer specified

Union
Retail Shoe Employees Union

Union Local
1268, 287

NAICS
44

Sector
P

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Comments
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Agreement made this........................day of....................................................., 19......, between RETAIL SHOE EMPLOYEES UNION, LOCAL NO. 1268, and RETAIL SHOE EMPLOYEES UNION, LOCAL NO. 287, both chartered by the RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, affiliated with the American Federation of Labor and Congress of Industrial Organizations, (herein severally and collectively designated as the “Union” or “Unions”), for and on behalf of each of the said Unions and each of the workers, present and future, now or hereafter employed by the Employer, (herein referred to as the “workers”), and........................................ , a partnership a corporation, doing business under the name of.................................................................. . (herein designated as the “Employer”).

Witnesseth:

WHEREAS, the Employer is engaged in the retail shoe business, selling shoes, hosiery, bags, and other accessories, in the City of New York, Nassau County and/or Suffolk County, and employing workers; and

WHEREAS, the Unions are labor organizations devoted to the interests of persons engaged in the sale of shoes, hosiery, bags, and similar or other accessories, and activities related thereto; and

WHEREAS, the parties hereto desire to cooperate in establishing conditions in the industry which will tend to secure to the workers a living wage and to eliminate unfair conditions of labor and to provide methods for the fair and peaceful adjustments of all disputes that may arise between the parties, so as to secure uninterrupted operation and general stabilization of the industry;

NOW, THEREFORE, in consideration of the aforesaid, and of the mutual promises, conditions and covenants herein contained, and of the sum of one dollar by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I
Definitions

(a) The term “workers” as herein used includes shoe sales clerks, managers, assistant managers, cashiers, bookkeepers, porters, stockboys, shipping clerks, wrappers, hosiery and bag saleswomen, office workers, warehouse workers, and other persons doing the same or similar work, except when otherwise expressly indicated.

(b) The term “regular worker” as herein used means a worker who is a member of the basic crew, that is, one employed fifty-two weeks a year, except that with respect to office workers and warehouse workers, the term “regular worker” as herein used means a permanent worker, that is one employed fifty-two weeks a year. It includes those employed as regular workers at the time of the signing of this agreement and those who become regular workers upon the execution of this agreement and pursuant to the terms hereof, and those who hereafter become regular workers pursuant to the terms hereof.

(c) The term “full time worker” as herein used means a worker who works forty hours weekly and a manager, whether a regular worker or an extra worker.

(d) The term “part time worker” as herein used means a worker who works at least three full days weekly or at least three nights and a Saturday weekly.

(e) The term “extra worker” as herein used means a worker who is not a regular worker.

(f) The term “stores” as herein used includes all stores, concessions, leased departments, offices, warehouses and establishments of every kind, except when otherwise expressly indicated.
(g) The term "trainee" as herein used means a worker (other than a porter, bookkeeper, stock­
boy, shipping clerk, wrapper, office worker or warehouse worker) who has had less than six months' 
employment in the retail shoe industry.

ARTICLE II

Coverage

Union Recognition and Union Shop

(a) This agreement covers, and the term "worker" or "workers" as herein used includes, all of 
the Employer's present and future workers, employed for regular work, extra work or any other work, 
in all of the present and future stores, offices and warehouses owned, operated, conducted, controlled 
or maintained by the Employer in the City of New York, Nassau County and Suffolk County.

(b) The Employer recognizes the Unions as the exclusive collective bargaining representative for 
all the Employer's workers covered by this agreement in their respective jurisdictions as herein defined.

(c) All present workers who are members in good standing in the Union, shall, as a condition 
of continued employment, maintain membership in good standing in the Union during the life of this 
agreement through regular payments to the Union of the periodic dues and initiation fees uniformly 
required as a condition of acquiring and retaining membership. All new workers, and all present 
workers who are not members in good standing in the Union, shall, as a condition of continued employ­
ment, join the Union thirty days after the date of their employment or the effective date of this 
agreement or the date of the execution of this agreement, whichever is later, and shall thereafter 
maintain membership in good standing in the Union during the life of this agreement through regular 
payments to the Union of the periodic dues and the initiation fees uniformly required as a condition 
of acquiring and retaining membership. The Union shall make membership in the Union available to 
all workers covered by this agreement on the same terms and conditions as are generally applicable 
to the other members of the Union. Upon receipt of a written notice from the Union to the Employer 
that a worker is not a member in good standing in the Union, as herein provided, such worker shall 
forthwith be discharged. Membership in good standing in the Union shall not be construed in violation 
of the provisions of applicable law.

(d) The Employer shall notify the Union when it has any vacancy and when it has hired workers, 
furnishing the names and addresses of the workers hired and the date of their hiring, and when a 
worker's employment terminates and when it opens a new store, within 10 days after such occurrence.

(e) Workers shall adhere to the policy of the Employer, not inconsistent with the terms, condi­
tions and provisions of this agreement, and the Employer shall establish rules and regulations for the 
conduct of its business and workers not inconsistent with the terms, conditions and provisions of this 
agreement, and the workers shall be required to adhere to the same.

ARTICLE III

Jurisdiction

(a) The Retail Shoe Employees Union, Local 1268, has jurisdiction in Manhattan and Bronx, 
and the Retail Shoe Employees Union, Local 287, has jurisdiction in Brooklyn, Queens, Richmond, 
Nassau County and Suffolk County.

(b) Unless otherwise notified in writing, all notices herein required to be sent shall be sent by 
registered or certified mail to the Employer............................................................
at No. ................................................................., in the Borough or County of..........................
.................................................................................N. Y.; and to the Unions, to the Retail Shoe Employees Union, Local 1268, 
at No. 27 Union Square West, in the Borough of Manhattan, City of New York, and to the Retail Shoe
ARTICLE IV

Basic Crew and Trial Period

(a) There shall be basic crew classifications for each of the Union's respective jurisdiction, namely, one basic crew classification for regular workers who are managers, assistant managers and shoe sales clerks and other basic crew classifications for each of the other categories of regular workers covered hereunder, other than office workers and warehouse workers.

(b) The Employer's respective basic crews shall consist of those workers in such respective classifications who have been previously certified to the Union as regular workers by the Employer and also those workers in such respective classifications who may hereafter be certified to the Union in writing as regular workers by the Employer. A list of those workers who have been previously certified as regular workers by the Employer and are part of the respective basic crews is hereto annexed as Schedule "A".

(c) When any regular worker's employment shall terminate for any reason whatsoever, or when there shall be a vacancy on any respective basic crew for any other reason whatsoever, the Employer shall promptly certify to the Union another worker as a regular worker and member of such respective basic crew. In so making replacements to its basic crew, the Employer shall give first consideration to its then non-regular workers.

(d) (1) Semi-annually during each contract year, the Union shall have the right to review with the Employer the Employer's respective basic crews to determine whether or not such respective basic crews shall be increased and, if so, to what extent. (2) In the event of the permanent closing of a store, the Employer shall have the right to dismiss all its workers if it is closing its only store (subject to the provisions of Article XIX hereof) and the right to review with the Union, if it is still continuing to operate other store or stores, the Employer's respective basic crews to determine whether or not such respective basic crews shall be decreased and, if so, to what extent. (3) Any dispute arising out of or relating to this paragraph (d) shall be subject to arbitration hereunder.

(e) In the event of the reduction of any of the Employer's respective basic crews pursuant to the provisions of paragraph (d) (2) of this article, the removal of regular workers from their status as regular workers and from their respective basic crews shall be based upon seniority — in other words — seniority shall prevail and those shall be first removed who have the least seniority.

(f) Anything herein contained to the contrary notwithstanding,

(1) any manager or assistant manager who is a member of a basic crew being reduced pursuant to the provisions of paragraph (d) (2) of this Article shall have the right to secure his demotion to a lower category in the event of such reduction, provided, however, that this shall not assure his continuing as a regular worker and as a member of his respective basic crew, and such continuation shall only be governed by the provisions of paragraph (e) of this Article relating to seniority.

(2) In the event that a basic crew is being reduced pursuant to the provisions of paragraph (d) (2) of this Article, the Employer shall have the right to retain as a manager and regular worker and member of such basic crew the particular worker who has been a manager immediately prior to such reduction, and who would otherwise be removed from the status of regular worker and member of such basic crew, irrespective of the length of such manager's seniority pursuant to the provisions hereof; provided, however, that the Employer shall be obligated to retain such manager as
a manager for at least six months thereafter. In such event, the worker on such basic crew having the least seniority hereunder, rather than such manager, shall be the one to lose his status as a regular worker and a member of such basic crew.

(g) Such workers so removed from the Employer's respective basic crew shall, however, be given preference in employment over all other workers in their respective classifications except those who were formerly regular workers in such respective classifications and have greater seniority hereunder, and shall be re-added to their respective basic crews in the event that such respective basic crews are increased as provided under the provisions of this agreement on the basis of seniority hereunder, irrespective of whether they were so removed before, or subsequent to the execution of this agreement. In the event that the application of this paragraph shall in any particular situation, be burdensome to the Employer, the Employer shall have the right to submit the dispute with respect thereto to arbitration hereunder.

(h) Regular office workers and warehouse workers, now in the employ of the Employer, shall be deemed permanent or regular workers, whose employment shall be continued during the life of this agreement and whose employment shall be governed pursuant to the terms, conditions and provisions hereof.

(i) New permanent or regular office workers and warehouse workers not heretofore employed by the Employer, shall be employed on trial for a period of six weeks or such longer period as may be mutually agreed upon in writing by the Employer and the Union's duly authorized representative. During such trial period, such workers on trial may be dismissed without notice or cause. Upon the expiration of the trial period, however, or upon notice to the Union by the Employer to that effect prior to the expiration of such trial period, such newly employed workers shall automatically become and be deemed to be permanent or regular workers whose employment shall be continued during the life of this agreement and whose employment shall be governed pursuant to the terms, conditions and provisions hereof.

ARTICLE V
Discharge, Notice and Replacement

(a) The Employer shall not terminate the employment of any of its regular workers until two weeks' notice of intention to discharge shall have been given in writing by registered or certified mail to the Union having jurisdiction hereunder. Such notice shall set forth in detail the alleged cause impelling the Employer to request such discharge. Such worker shall be discharged at the expiration of such two weeks of notice unless, during such two weeks, the Union shall have notified the Employer, by registered or certified mail, that it desires to contest such discharge. If, within two weeks after receipt by the Union of such notice of intention to discharge such worker, the representatives of the parties hereto are unable to adjust the differences arising out of the same, the matter shall be submitted to arbitration as hereinafter provided. If the Union notifies the Employer that it desires to contest such discharge, such worker shall be continued in the employ of the Employer until the matter shall have been determined by arbitration.

(b) In the event only that the Employer shall desire to discharge a regular worker for alleged dishonesty, the Employer may do so immediately, provided that it gives immediate notice of such discharge in writing by registered or certified mail to the Union having jurisdiction hereunder, such notice to set forth in detail the alleged cause impelling the Employer to discharge such worker. If, within one week after receipt by the Union of such notice of discharge, the Union shall have notified the Employer, by registered or certified mail, that it desires to contest such discharge and the representatives of the parties hereto are unable to adjust the differences arising out of the same, the matter shall be submitted to arbitration as hereinafter provided. In the event that the arbitrator decides that such worker
was wrongfully discharged, such worker shall be reinstated to his former position with full back pay for
the period he was so wrongfully discharged.

(c) No regular worker shall be discharged except for just cause.

ARTICLE VI

Classification and Tenure of Employment

(a) Regular full time worker shall be guaranteed forty hours (managers, forty-four hours —
effective May 5, 1969, 42 hours — effective September 7, 1970, 40 hours) work weekly for fifty-two
consecutive weeks per year. This provision shall not be subject to arbitration.

(b) The Employer may employ extra workers.

ARTICLE VII

Hours of Work

(a) The maximum hours of work for all full time workers shall be forty hours (managers, 44
hours — effective May 5, 1969, 42 hours — effective September 7, 1970, 40 hours) weekly, divided
into a five day work week of not more than eight hours per day, except that on one day each week such
workers (other than office workers and warehouse workers) may be required to work not more than
nine hours and except that managers shall not be limited to eight or nine hour days. The hours of work
shall be continuous. Such workers (other than office workers and warehouse workers) shall receive one
evening off each week starting at 6:00 P.M.

(b) Sunday shall not be a work day and shall be a day of rest for all workers, except that the
workers in the Employer’s stores located in neighborhoods where the majority of retail shoe stores are
normally open on Sundays, may be required to work on Sundays, but not later than 5:00 P.M. Such
stores which are normally open on Sundays, as aforesaid, shall, however, not be open on Sundays
during the period commencing with the first Sunday in July and ending with the Sunday preceding
Labor Day, inclusive.

(c) The maximum hours of work per week for part time workers shall be: either (1) at least
three days of work, but not exceeding eight hours per day; or (2) at least three nights of work, but
not exceeding four hours per night preceding the closing of the store, and also an eight hour day on
Saturday. The hours of work shall be continuous.

(d) The maximum hours of work for extra day or night workers shall be: (1) for a day extra,
eight hours per day; (2) for a night extra, four hours per night preceding the closing of the store. The
hours of work shall be continuous.

(e) The schedule of hours of work for all workers shall in no event extend beyond the regular
store closing or commence before the regular store opening hours. The schedule of hours of work for
all office workers and warehouse workers shall not extend beyond 6:00 P.M.; their normal work week
shall be from Monday through Friday.

(f) Each worker working a seven, eight or nine hour day shall be entitled to one continuous
hour for meals daily. Such time for meals shall not be considered working hours.

(g) The Employer shall post a schedule of working hours in each store, setting forth the hours
of work of each full time worker therein. Such schedule shall be posted monthly in advance. There
shall be no change in such schedule after posting, except with the prior consent of the Union’s duly
authorized representative. In the event that a department store decides to remain open on any day
during a particular month later than its normal closing hours, the Employer, if any of its stores is
was wrongfully discharged, such worker shall be reinstated to his former position with full back pay for
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of work of each full time worker therein. Such schedule shall be posted monthly in advance. There
shall be no change in such schedule after posting, except with the prior consent of the Union’s duly
authorized representative. In the event that a department store decides to remain open on any day
during a particular month later than its normal closing hours, the Employer, if any of its stores is
located in the immediate vicinity of such department store and is affected by such change in such depart­ment store’s closing hours, may change its said store’s schedule for the week in which such day falls, but only if it gets the prior consent of the Union’s duly authorized representative.

(h) The closing hours of the respective stores conducted by the Employer shall be the same as those maintained by a majority of the other shoe stores in the respective neighborhoods where the respective stores are located. Closing hours shall in no event extend beyond 10:00 P.M.

(i) At the request of the Employer, full time workers (other than office workers and warehouse workers) may work the sixth day of the week, consisting of five, six or eight hours thereon, and shall be compensated therefor at their regular rate of wages per hour, subject, however, to the provisions of applicable law. Such workers, if employed in stores covered by the Federal Fair Labor Standards Act which are required thereunder to pay overtime for work in excess of forty hours weekly at the rate of time and one-half the regular rate of wages per hour, may work the sixth day of the week, consisting of four, five, six or eight hours thereon, and shall be compensated therefor at such time and one-half rate. The hours of work shall be continuous.

(j) All overtime work (whether consisting of work on the sixth day of the week or at any other time) shall be apportioned equitably among the Employer’s full time workers (other than trainees) in their respective categories.

(k) If the Employer intends to employ any of its full time workers on the sixth day of the week, it shall give such workers one week’s prior notice of such intention, and in the event that any such workers refuse to work such day, such workers may not work elsewhere in the industry on such day.

(l) Full-time workers shall be given preference for overtime work in their particular store on the sixth day of the week up to eight hours of work. If such overtime work is refused by the full-time worker, then the Employer shall have the right to bring in an extra worker for no more hours than had been offered to the full-time worker.

ARTICLE VIII
Wages and Overtime

(a) Effective September 2, 1968, the weekly wage of managers shall be increased $8.00 per week. Effective September 1, 1969, the weekly wage of managers shall be increased $4.50. Effective September 7, 1970, the weekly wage of managers shall be increased $6.00. In addition, their commissions on their respective sales per week shall be the same as the then current commissions being paid to full time shoe sales clerks hereunder, but only in those stores where the same is being paid on the effective date of this agreement.

They shall also be paid the current commissions being paid to managers on store volume on the effective date of this agreement.

(b) Effective September 2, 1968, the weekly wage of assistant managers shall be increased $8.00 per week. Effective September 1, 1969, the weekly wage of assistant managers shall be increased $4.50 per week. Effective September 7, 1970, the weekly wage of assistant managers shall be increased $6.00 per week. Effective January 1, 1970, assistant managers who receive less than a $5.00 weekly differential between their weekly wage and the then minimum weekly wage of full time shoe sales clerks (other than trainees) shall receive an additional weekly wage increase of $1.00. In addition, their commissions on their respective sales per week shall be the same as the then current commissions being paid to full time shoe sales clerks hereunder.
(c) Effective September 2, 1968, full time shoe sales clerks (other than trainees) shall receive a minimum weekly wage of $.................................................., provided, however, that those then earning $.......................... or more weekly, shall receive a weekly increase of $8.00. Effective September 1, 1969, the minimum weekly wage and the weekly wage for all such full time shoe sales clerks (other than trainees) shall be increased $4.50. Effective September 7, 1970, the minimum weekly wage and the weekly wage for all such full time shoe sales clerks (other than trainees) shall be increased $6.00. In addition, their commissions on their respective sales per week shall be as follows:

..............% to $.................................................., ..............% from $............. to $.............

..............% from $............. to $............., ..............% on the balance.

(d) Effective February 24, 1969, shoe sales clerks shall receive a minimum daily wage of $.................................................. and a minimum nightly wage of $.................................................., and the daily wage for all such shoe sales clerks shall be increased $0.60 per day and the nightly wage of all such shoe sales clerks shall be increased $0.30 per night. Effective September 1, 1969, their minimum daily wage and their daily wage shall be increased $0.60 per day and their minimum nightly wage and their nightly wage shall be increased $0.30 per night. Effective September 7, 1970, their minimum daily wage and their daily wage shall be increased $0.80 per day and their minimum nightly wage and their nightly wage shall be increased $0.40 per night. In addition, they shall receive the then current commissions being paid to full time shoe sales clerks hereunder.

e) Effective September 2, 1968, full time cashiers, bookkeepers, porters, stockboys, shipping clerks, wrappers and hosiery and bag saleswomen shall receive a minimum weekly wage of $.........................., provided, however, that those then earning $.......................... or more weekly shall receive a weekly increase of $5.00. Effective September 1, 1969, their minimum weekly wage and their weekly wage shall be increased $4.00 per week. Effective September 7, 1970, their minimum weekly wage and their weekly wage shall be increased $4.50 per week.

(f) Effective February 24, 1969, cashiers, bookkeepers, porters, stockboys, shipping clerks, wrappers and hosiery and bag saleswomen shall receive a minimum daily wage of $.......................... and a minimum nightly wage of $.........................., and their daily wage shall be increased $0.40 per day and their nightly wage shall be increased $0.20 per night. Effective September 1, 1969, their minimum daily wage and their daily wage shall be increased $0.40 per day and their minimum nightly wage and their nightly wage shall be increased $0.20 per night. Effective September 7, 1970, their minimum daily wage and their daily wage shall be increased $0.50 per day and their minimum nightly wage and their nightly wage shall be increased $0.25 per night.

(g) In addition to the wage herein provided, all hosiery and bag saleswomen shall be paid the current commissions being paid to hosiery and bag saleswomen on the effective date of this agreement.

(h) Effective September 2, 1968, full time office workers shall receive a minimum weekly wage of $.........................., provided, however, that those then earning $.......................... or more weekly shall receive a weekly increase of $5.00. Effective September 1, 1969, their minimum weekly wage and their weekly wage shall be increased $4.00 per week. Effective September 7, 1970, their minimum weekly wage and their weekly wage shall be increased $4.50 per week.

(i) Effective September 2, 1968, full time warehouse workers shall receive a minimum weekly wage of $.........................., provided, however, that those then earning $.......................... or more weekly shall receive a weekly increase of $5.00. Effective September 1, 1969, their minimum weekly wage and their weekly wage shall be increased $4.00 per week. Effective September 7, 1970, their minimum weekly wage and their weekly wage shall be increased $4.50 per week.
(j) The minimum weekly wage for full time trainee shoe sales clerks hired on or after September 1, 1969, shall be as follows: starting rate, $24.00 weekly less than the then current minimum weekly wage for full time shoe sales clerks, plus a $6.00 weekly periodic wage increase after each three months of employment, but not exceeding four such $6.00 weekly periodic wage increases. In addition they shall receive the then current commissions being paid to full-time shoe sales clerks hereunder.

(k) Trainees hired prior to September 1, 1969, shall continue on their respective progression schedules in effect when hired.

(l) Anything herein contained to the contrary notwithstanding, in addition to their respective periodic wage progression increases provided hereunder, trainees shall also receive the same respective wage increases provided hereunder for non-trainee workers in their respective categories, as applicable, when and as given to the latter.

(m) The minimum wage scales as herein fixed and the wages of any worker earning in excess of such minimum wage scale shall not be reduced during the life of this agreement.

(n) No overtime shall be worked except with the permission of the Union's duly authorized representative.

(o) Any work in excess of the normal work day or normal night work as herein provided, and any work in excess of the normal work week as herein provided, and any work before the regular opening hours and, after the regular closing hours of the store as herein provided, is and shall be considered overtime work. Overtime work shall be compensated at the rate of one and one-half times the regular rate of wages per hour, except as herein otherwise specifically provided.

(p) Workers who work three days or more weekly shall be paid pro rata in accordance with the minimum weekly wage and commission scales herein fixed for their respective classifications.

(q) The wage increases hereunder shall be paid in connection with overtime work by non full time workers only if performed on or after February 24, 1969.

(r) Only full time workers who work for twelve consecutive weeks or more during the period from September 1, 1968, to February 23, 1969, shall receive the wage increases provided hereunder retroactively. The wage increases provided hereunder shall, in any event, be paid to all workers for work performed after February 23, 1969.

ARTICLE IX

Holidays

(a) New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be holidays and no full time or part time worker employed continuously for at least four weeks shall be required to work on such days, but shall be paid therefor and shall not be required to make up time. The Employer shall close its stores on such holidays, except that the Employer may open some or all of its stores on Washington's Birthday. Workers cannot be required to work on Washington's Birthday; those who do work, shall, in addition to being paid for such holiday, be paid one and one half times their regular wage for an eight hour day.

(b) Full time and part time workers employed continuously for at least six weeks shall not be required to work on two religious holidays in each year of this agreement and they shall be paid therefor and not be required to make up time. Should any worker desire not to work on the eve of such religious holidays, such eve shall constitute his evening off for that week and he shall have the right to leave the store two hours prior to sundown; sundown shall be determined as published in the New
York Times. If, however, any store is closed on the eve of a religious or legal holiday, the workers of such store shall not be required to work on such eve and such eve shall constitute their evening off for that week. At the request of full time and part time workers, the Employer shall re-schedule such workers' day off during the week of Rosh Hashanah so that such workers, if they so desire, shall not be required to work on both days of Rosh Hashonah, one such day to be considered one of such workers' religious holidays provided hereunder, and one such day to be considered their day off hereunder. Workers exercising this right shall not work in any shoe store on their day off, if their Employer's stores are open.

(c) Full time and part time workers entitled to be paid hereunder for such holidays shall be credited with eight working hours for each such holiday. If such holiday occurs on a day when a worker is entitled to the evening off that day, such worker shall lose such evening off. If such holiday, whether legal or religious, occurs on a worker's day off or if a religious holiday occurs on a Sunday, such worker shall receive a different day off that week, so that in any event, such worker shall receive a day off that week in addition to such holiday. If any of the Employer's stores are closed on the evening of Election Day, all workers employed therein must take the evening of that holiday as their evening off in the week in such holiday occurs. Part time workers shall only be credited with such holidays if such holidays fall on days when they were scheduled to work.

(d) In any month where a holiday occurs, the schedule of a full time worker or part time worker shall be the same as that of the previous month; it being the intention that the Employer shall not change the schedule of a full time worker or part time worker so as to deprive him of a holiday with pay or an evening off. However, the Employer need not follow such previous month's schedule, provided it gives the full time worker and part time worker who would otherwise be entitled thereto if the previous month's schedule were followed, such holiday off with pay and an evening off during the week in which such holiday occurs.

(e) Each full time worker who is a registered voter shall be given two hours off with pay on Election Day for voting.

(f) No worker shall be obligated to work after 8:00 P.M. on New Year's Eve.

(g) Effective February 24, 1969, in stores where the Federal Fair Labor Standards Act applies, workers (excluding managers) working in excess of 32 hours in a week in which a legal holiday falls, shall be paid time and one-half their minimum wage rate, excluding commissions, for such excess, subject to the provisions of applicable law.

ARTICLE X

Vacations and Sick Leave

(a) Full time and part time workers employed prior to August 31st in any year of this agreement, for one year or more, shall receive two continuous weeks' vacation with full pay, and for six months or more, shall receive one continuous week's vacation for six months' employment and one continuous additional day's vacation for each additional month's employment, but not exceeding two week's vacation, with full pay, during July or August of each such year of this agreement, at a time designated by the Employer after consultation with the workers.

(b) The term "full pay" as used herein, shall be computed in each year on the basis of the respective worker's average total weekly earnings during the prior calendar year or the proportion thereof worked, and such computation shall be made from such worker's appropriate W-2 form (excluding bonuses, and in the case of managers, also excluding sums received as commissions based on percentage of store volume), except in the case of workers who entered the employ after July 1st
of the prior year, in which case the term “full pay” as used herein, shall be computed on the basis of the respective worker’s average total weekly earnings during the six months prior to June 30th or the proportion thereof worked.

(c) Full time workers employed for eight years, or more, prior to January 1st in any year of this agreement shall receive an additional continuous week’s vacation with full pay in each such year of this agreement, so that they shall receive three weeks’ vacation with full pay during each such year of this agreement. Full time workers employed for 25 years or more prior to January 1, 1969 (24 years or more prior to January 1, 1970; 23 years or more prior to January 1, 1971; 22 years or more prior to January 1, 1972) shall receive an additional continuous week’s vacation with full pay in each such year of this agreement, so that they shall receive four weeks vacation with full pay during each such year of this agreement.

The third and fourth week’s vacation shall be given at any time during the respective calendar year at a time designated by the Employer, after consultation with the workers. The Employer shall give the workers at least thirty days’ prior notice of the time designated for such third and fourth week’s vacation. In the event that any worker who has qualified for his third or fourth week’s vacation, leaves his position or is discharged or dismissed prior to receiving the third or fourth week’s vacation for that year, then, nevertheless, such worker shall receive his full third or fourth week’s vacation pay at the time he either leaves his position or is discharged or dismissed.

(d) In the event that any worker who has been employed for six months or more, leaves his position or is discharged or dismissed prior to the vacation period for that year, or during the vacation period but without having received his vacation for that year, then, nevertheless, such worker shall receive his full pro rata vacation pay at the time he either leaves his position or is discharged or dismissed.

(e) In the event that any holidays provided in Article IX hereof shall occur during a worker’s vacation period, such worker’s vacation period shall be increased with full pay to include an equivalent number of days to make up for such holidays.

(f) Full time workers and part time workers employed continuously for at least eight weeks shall receive six working days’ sick leave with full base pay during each calendar year of this agreement. In the case of part time workers who are scheduled to work on days and nights, the absence from a night assignment shall be deemed a full day’s absence within the provisions of this subdivision, but such part time worker shall only be paid for such absence because of sickness the rate prevailing for such night’s work. All sick leave shall be calculated on a calendar year basis.

(g) In the event that any worker shall not take his full sick leave as herein provided during any calendar year, he shall receive the number of working days of his said unused sick leave, with full base pay, as an additional continuous vacation, at a time designated by the Employer, before or at the time of his next vacation, or, in the discretion of the Employer, he shall receive full base pay for such unused sick leave at or before the time he is receiving his next vacation. The Employer shall notify the respective workers of the Employer’s intention in this regard at least thirty days in advance.

(h) In the event that any worker leaves his position or is discharged or dismissed and has received sick leave in excess of his pro rata sick leave hereunder, then there shall be deducted from such worker’s accrued vacation pay hereunder an amount equal to such excess sick leave pay paid him hereunder.

(i) In the event that any worker leaves his position or is discharged or dismissed without having taken his full pro rata sick leave as herein provided and without having received the number of working days of his said unused sick leave with full base pay as a vacation or having been paid therefor as
herein provided, then, nevertheless, such worker shall receive full base pay for such unused sick leave at the time he either leaves his position or is discharged or dismissed.

(j) In the case of workers who have qualified for a third or fourth week's vacation hereunder, in the event that any such worker shall not take his full sick leave as herein provided during any calendar year, he shall receive the number of working days of his said unused sick leave with full base pay as an additional, but not necessarily continuous, vacation, at a time or times designated by the Employer, during the calendar year, or, in the discretion of the Employer, he shall receive full base pay for such unused sick leave on or before September 1st of such year. The Employer shall notify the respective workers of the Employer's intention in this regard no later than June 15th of such year.

(k) In the event of a death in a worker's immediate family (spouse, child, parent, brother or sister) the worker shall be entitled to be absent from work for a minimum of three days and shall be paid therefor.

(l) A worker shall give the Employer two weeks prior notice of his intentions to terminate employment.

ARTICLE XI

Service in the Armed Forces

If any worker is selected, drafted or conscripted or volunteers for service in the armed forces of the United States or of any State, the Employer shall pay him at the time he leaves his employment because of so being selected, drafted or conscripted, or so volunteering, a sum equal to his accrued vacation pay hereunder plus one week's base pay if he has been in the Employer’s employ for at least six months but less than one year and two weeks' base pay if he has been in the Employer’s employ for more than one year.

ARTICLE XII

Jury Duty

Workers employed continuously for at least six weeks who serve as jurors shall be paid their weekly base pay less the compensation paid for jury duty. However, such workers must make up time equal to the compensation paid them by the Employer in excess of the moneys paid them for such jury duty, such time to be made up within normal opening and closing store hours during the thirty days following their return to work.

ARTICLE XIII

Display Cards

The Union shall furnish to the Employer its Union shop cards which the Employer shall display prominently in its stores. Such display cards shall remain the property of the Union and shall be returned to the Union upon the expiration of this agreement, or, in the event that this agreement is breached by the Employer, then upon such breach.

ARTICLE XIV

Transfers

The Employer shall have the right to transfer a worker from one store to another, provided, however, that such transfer is only to a store within the same Union jurisdiction, and further provided, however, that the Employer, upon such transfer, gives written notice thereof to the Union, and also provided that no worker shall be transferred from Brooklyn, Queens or Richmond to Nassau County or Suffolk
County, or from Nassau County or Suffolk County to Brooklyn, Queens or Richmond, without the consent of the Union.

**ARTICLE XV**

*Visits by Union Representatives*

The Business Agent or any authorized representatives of the Union may visit the stores of the Employer at any time for the purpose of interviewing or observing the workers or for the purpose of conferring with the Employer.

**ARTICLE XVI**

*No Individual Agreements*

The Employer shall neither negotiate nor make any agreement with workers unless it shall be through the duly authorized representatives of the Union.

**ARTICLE XVII**

*Promotions and Demotions*

(a) The Employer may promote or elevate shoe sales clerks to managers or assistant managers, and assistant managers to managers. The Employer may, in its discretion, demote managers to assistant managers or shoe sales clerks, and assistant managers to shoe sales clerks.

(b) Workers who, prior to the execution of this agreement, have been or hereafter shall be promoted to higher positions, and if thereafter demoted, shall be restored to their former positions at the wages earned by them in such former positions, with the benefit of intervening increases to which they would have been entitled, under the provisions of this agreement and any intervening prior agreements, if they had been employed in the former positions at the time of the execution of such agreements.

**ARTICLE XVIII**

*Leave of Absence for Union Employment*

At the request of the Union, the Employer shall grant a leave of absence to a worker for a period not exceeding one year, if such worker shall be employed by the Union. Upon at least two weeks' prior application within such one year, such worker shall be reinstated to his former job, without loss of seniority, at the wages earned by him in such former job, with the benefit of any intervening increases.

**ARTICLE XIX**

*Closing of a Store*

(a) The Employer shall give the Union three weeks' prior written registered or certified notice of its intention to close permanently any store.

(b) Workers dismissed by reason of the closing or sale of a store shall receive their accrued vacation pay and unused sick leave pay as herein provided, plus severance pay equal to two weeks' base pay for five years' employment and one additional day's base pay for each additional year's employment, but not exceeding four weeks' severance pay. In the event of such closing or sale of a store, workers dismissed by reason thereof, who refuse to accept a transfer to another store of the Employer within the jurisdiction of either Union, shall not be entitled to such severance pay.

(c) Anything herein contained to the contrary notwithstanding, upon the temporary closing of a store due to fire or other action of the elements or to a major alteration requiring the closing of a
store, all of the regular workers in such store may be laid off by the Employer, such workers, however, to be reemployed in such store upon its reopening and to be preferred for employment in any of the then or future stores of the Employer until such closed store is reopened, irrespective of whether such closing took place before or takes place subsequent to the execution of this agreement.

ARTICLE XX
Sale of Store

In the event that the Employer shall sell its store or stores, the Employer shall (a) give the Union at least fifteen days' prior notice of such sale by registered or certified mail, which said notice shall set forth the date of closing and the name and address of the Purchaser and (b) for the purpose of seniority status, set forth in the contract of sale, the names of all regular workers and the dates of the commencement of their employment.

ARTICLE XXI
Seniority

For the purpose of computing a worker's length of employment and seniority hereunder, he shall be credited with his length of full-time employment with the Employer as well as with his length of full-time employment with his prior employers whose business or stores or other establishments have been purchased or in any way acquired, in whole or in part, directly or indirectly, by the Employer. Length of employment and seniority shall be computed on basis of such length of full time employment in stores in New York City, Nassau County and Suffolk County.

ARTICLE XXII
Arbitration

(a) There shall be no strike or picketing by the Union nor lockout by the Employer during the duration of this agreement, except for and after the failure of the other party to submit to arbitration as herein provided or to abide by and perform the decision or award of the arbitrator herein provided for.

(b) If any dispute, claim or grievance shall arise between the Employer and the Union or the workers, the duly authorized representatives of the respective parties hereto shall first attempt to adjust the same. Any dispute, claim or grievance arising out of or relating to the interpretation or application or breach or threatened breach of this agreement, which the parties hereto are unable first to adjust, shall be submitted to the American Arbitration Association for arbitration by either the Employer or the Union, under its then Voluntary Labor Arbitration Rules, to be heard and determined by one arbitrator. The arbitrator may make such decision or award or disposition of the matter as to him seems just and which, in addition, to awarding any sum of money or damages or other relief, may contain provisions commanding or restraining acts and conduct of the parties. The decision or award of the arbitrator shall be final and binding upon the Employer and the Union and the workers and shall conclusively determine the dispute, claim or grievance. Such decision or award may be enforced in a Court of competent jurisdiction. The compensation of the arbitrator shall be borne equally by the parties. The oath of the arbitrator, required by law, is hereby expressly waived.

(c) Charges made against any worker to the Union or in connection with any arbitration shall be deemed privileged, and if the charge is arbitrated then the Employer may require and shall receive a release from such worker.

ARTICLE XXIII
Retirement Fund

On the fifteenth day of each and every month during the term of this agreement, the Employer shall pay and contribute to the Retirement Fund of Retail Shoe Employees, 36 West 44th Street, New
York, N. Y., 10036, the sum of ten dollars ($10.00) (effective August 1, 1969, $14.00) per month for each full time worker employed by the Employer for not less than 90 days. The said Fund shall be used exclusively for the purpose of providing pensions to workers employed by contributing employers, including the Unions, and to employees of the said Fund, who are entitled thereto under the rules, regulations and by-laws of the said Fund, and for the operating and administrative expenses in connection with the functioning of the said Fund. The Employer and the workers shall be bound by, and shall comply with, all rules, regulations, by-laws and decisions issued, made or promulgated, or to be issued, made or promulgated, by the Trustees of the said Fund, including any and all amendments and changes thereto. The Employer shall have no right, title, interest or claim, legal or equitable, in or to any payments made by it or by any other employer to the said Fund, or in or to any of the funds or assets of the said Fund. No worker shall have any right, title, interest or claim, legal or equitable, in or to the Employer's or any other employer's payments to the said Fund, or in or to any of the funds or assets of the said Fund, except as may be prescribed by the rules, regulations and by-laws of the said Fund. The payments to the said Fund, as hereinbefore provided, shall not constitute or be deemed wages due to the workers. The Trustees of the said Fund shall promulgate the rules, regulations and by-laws governing the operation, scope and administration of the said Fund and may, from time to time, modify or amend the same, and shall provide for such operation and administration of the said Fund as shall not violate the provisions of controlling law. The parties hereto hereby confirm and approve the composition and membership of the Board of Trustees of such Fund as now and hereafter constituted.

ARTICLE XXIV

Health Fund

(a) On the first day of each and every month during the term of this agreement, the Employer shall pay and contribute to the Retail Shoe Health Commission, 36 West 44th Street, New York, New York, 10036, the sum of $11.00 per month (effective August 1, 1969, $13.00) for each full time worker employed by it. The Employer shall be bound by, and agrees to comply with, all rules, regulations and decisions issued, made or promulgated by the Retail Shoe Health Commission, including any and all amendments and changes thereto. The parties hereto hereby confirm and approve the composition and membership of the Board of Trustees of such Commission as now and hereafter constituted. The said Commission shall be used exclusively for the purpose of providing health and welfare benefits to workers employed by contributing employers, including the Unions, and to employees of the said Commission, who are entitled thereto under the rules, regulations and by-laws of the said Commission, and for the operating and administrative expenses in connection with the functioning of the said Commission.

(b) The Employer shall cover its workers under the New York State Disability Benefits Law, the cost of such coverage to be shared between the Employer and the workers in accordance with such Law.

ARTICLE XXV

More Beneficial Terms

The Employer shall continue to grant its workers any and all terms and conditions previously granted by it more beneficial to its workers than those herein contained.

ARTICLE XXVI

Checkoff

Upon the written authorization of the workers in accordance with applicable law, the Employer shall deduct from the wages of each such worker a sum equal to such worker's Union dues, fees and assessments, such deduction to be made from such worker's first pay for each day, week or month (whichever is appropriate) and shall forthwith pay over such amount so deducted to the Union or its duly authorized representative, receiving the Union's receipt therefor.
ARTICLE XXVII

Termination

This agreement shall be effective as of September 1st, 1968 and shall terminate on August 31st, 1971.

ARTICLE XXVIII

Rights of Workers

The provisions of this agreement and the rights and benefits provided herein shall inure to the parties hereto and to each and every worker for the period commencing as of the effective date of this agreement to the termination thereof.

ARTICLE XXIX

Complete Agreement

This agreement contains the entire agreement between the parties hereto, and shall only be modified by an instrument in writing signed by the parties hereto.

ARTICLE XXX

Separability

It is expressly understood and agreed between the parties hereto that the provisions of this agreement shall be deemed to be independent of each other and that if any provision or clause of this agreement shall be judicially declared to be invalid because contrary to law, or shall otherwise become ineffective under any legally binding order or decision of any Court, Board or governmental agency, or by operation of law, the invalidity or ineffectiveness of such provisions shall not invalidate any other provisions of this agreement; it being the express intention of the parties hereto that all other provisions of this agreement shall not be affected thereby, but shall continue in full force and effect for the period of this agreement. It is further expressly understood and agreed that if any provision or the enforcement or performance of any provision of this agreement shall at any time be contrary to law, then such provision shall not be applicable except to the extent permitted by law; and that if at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed by their duly authorized officers the day and year first above written.

RETAIL SHOE EMPLOYEES UNION,
LOCAL No. 287

By...........................................................

EMPLOYER

By...........................................................

RETAIL SHOE EMPLOYEES UNION,
LOCAL No. 1268

By...........................................................

By...........................................................

[ 15 ]
## SCHEDULE "A"

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