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1-1-1937

Merchants and Employers of Shamokin, Pennsylvania and Retail Clerks' International Protective Association, Local 585 (1937)

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Merchants and Employers of Shamokin, Pennsylvania and Retail Clerks' International Protective Association, Local 585 (1937)

Location

Shamokin, PA

Effective Date

1-1-1937

Expiration Date

1-1-1938

Employer

Merchants and Employers of Shamokin, Pennsylvania

Union

Retail Clerks' International Protective Association

Union Local

585

NAICS

44

Sector

Private

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Working Agreement between
R.C.I.P. of A. Local #585 of Shamokin Pennsylvania
and
Merchants and Employers of Shamokin, Pennsylvania.

The employer and the clerks association have a common and sympathetic interest in the store or retail business, therefore the working agreement and harmonious relations are necessary to improve that relationship between the employer, the clerks association and the public progress in the business demands a mutuality of confidence between the employer and the clerks association. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. To this end this agreement is made.

This agreement to take effect January 1st, 1937 and remain in effect from year to year thereafter unless changed in the manner provided for.

1. Changes may be made only in the following manner by either party notifying the other in writing thirty days prior to putting such change in effect, or by mutual consent, or in conformity with any enacted Legislation by the Government.
2. There shall be no strike or lockout because of any proposed changes in this agreement or disputes arising from matters pertaining to this agreement, unless such disputes or other matters cannot be settled amicably or as a last resort.
3. There shall be an executive board composed of officers of the R.C.I.P. of A. Local #585 which shall act as a committee and meet with a committee of the merchants and employers within forty-eight hours after notice has been given by either party or at such a time as may be mutually agreed upon.
4. In case of any infraction of this agreement either by clerk or employer they shall be summoned before an executive board composed of officers of this association representing the clerk or clerks in question and a committee of merchants to represent the merchant or merchants in question. The committee will endeavor to adjust any and all grievances in a just and equitable manner; upon failure to satisfactorily adjust such matters we, the Clerks Association, reserve the right to invoke penalties of Article 2, providing that this association may, at its discretion, withhold the penalties pending further examinations of any case.
5. This association invites the co-operation of the merchant or employer in reporting any violation or infraction by a clerk or clerks for which the Association shall discipline said clerk or clerks after trial.
6. Members of the clerks association cannot personally adjust grievances arising between such members and employers after said grievance has been turned over to the Executive Board Committee for action.

A set of working rules follow and are part of this agreement.

Working Rules

- Rule #1 Stores operating on a 44 hour weekly basis as of Sept. 30th 1935 shall continue operating from January 1st 1937 on the same 44 hour weekly basis with no wage reduction. Stores operating on a 48 hour weekly basis as of Sept. 30th 1935 shall continue operating from January 1st 1937 on the same 48 hour weekly basis with no wage reduction.
- Rule #2 For any and all work over and above said weekly basis clerks must be paid for every hour worked at their regular rate of pay, providing that in stores where the custom has been and is to pay clerks for time off in cases of sickness or death in the immediate family. Such stores shall have the privilege of exemption from this rule at the option of the employees of such stores.
- Rule #3 This association will consider it a discrimination for any merchant or employer to call out extra help to replace regular clerks when such regular clerk or clerks has not worked his or her full time hours for said week. (This rule not to apply in cases of sickness of clerk but only in cases wherein a regular clerk is notified to appear for work during the busy hours of the day while an extra clerk is employed during slack hours at a lower rate of wages, in her place.)
- Rule #4 The following holidays must be observed: New Years, Washingtons Birthday, Decoration Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas, said holidays not to be deducted from wages.
- Rule #5 A half holiday shall be in effect every week on Wednesday, starting at twelve o'clock noon, excepting weeks in which the above holidays occur or as provided for elsewhere in this agreement.
- Rule #6 The R.C.I.P. of A. do agree to work Wednesday afternoons during the month of November and December and the nights from the 15th of December to the 25th of December, also one Wednesday afternoon before Easter, without over-time pay for this extra time, providing this agreement is lived up to.
- Rule #7 All store employees excepting executives and office employees should be members in good standing of the R.C.I.P. of A. local #585 of Shamokin, Pa. We the R.C.I.P. of A. reserve the right to invoke the penalties of Section #2 in the agreement, in case of violation of this rule, providing each individual store shall have its right to vote on its case individually.
- Rule #8 All stores must close at 5.30 o'clock each night excepting on Wednesday Half-holidays at noon (12 o'clock) and Saturdays at 9 o'clock.
- Rule #9 An employer releasing any employee who is a member of this Association must give one weeks notice or one weeks pay in lieu thereof; In cases of discharge for dishonesty this rule shall not apply. A clerk leaving his employer must likewise give one weeks notice under penalty of discipline by the local.

Executive Board of R.C.I.P. of A.

Merchant or Employer
