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Collective Bargaining Agreements

4-1-1938

Bellaire Merchants' Association and Retail Clerks International Protective Association, Local 126 (1938)

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Bellaire Merchants' Association and Retail Clerks International Protective Association, Local 126 (1938)

Location

Bellaire, OH

Effective Date

4-1-1938

Expiration Date

4-1-1939

Number of Workers

108

Employer

Bellaire Merchants' Association

Union

Retail Clerks International Protective Association

Union Local

126

NAICS

44

Sector

Private

Item ID

6178-009b130f038_04

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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A G R E E M E N T

This agreement made and entered into this first day of April 1937 by and between the merchants of Bellaire, Ohio hereinafter called the Employer; and the Merchants Association of the above city by virtue of this agreement are bound in duty to compel all merchants to abide by the laws set forth herein and employee only members of the Union, Local No. 126; and the Retail Clerks International Protective Association Local No. 126 of Bellaire, Ohio hereinafter called the Union and/or the Employer.

Article 1.

The Employer Agrees:

(a)

That he will retain in his employ only members in good standing of the said Union and will require all new Employees to become members not later than thirty days (30) from the date of their employment.

(b)

That he will in no case pay any full time Employee less than thirteen dollars (\$13.00) per week. And in no case shall any extra Employee be paid less than twenty-eight cents (28¢) per hour. No wages shall be reduced at any time.

(c)

That he will require no Employee to work in excess of eight (8) hours per day, except during nor more than one day in each week which shall not exceed ~~ten~~ (10) hours; not more than forty-eight (48) hours in any week and daily working hours shall be so adjusted that the total in any week shall not exceed forty-eight (48) hours. It is further agreed that in case said Employees are now working less than the above stated daily or weekly hours, said hour schedule shall be continued and maintained and their hour schedule shall not be increased by virtue of this agreement. All hours of work shall be consecutive except for the lunch or supper periods which shall be of one (1) hours duration. No Employees shall be required to report for work earlier than fifteen (15) minutes prior to the regular opening time nor to remain at work later than fifteen (15) minutes later than the regular closing time, except in emergencies in which case an equal amount of time off shall be granted during the regular working hours of the same week. Regular working days shall be from Monday to Saturdays inclusive and no Employees shall be required to work on any Sundays or any of the forgoing holidays, except in extreme emergencies, in whichcase the Employees shall be paid double the regular rate of pay based on the individuals wage for each hour so worked and shall be granted time off in an equal amount of hours during the regular working hours of the same week. The following days shall constitute holidays as referred to above: All Sundays, Decoration Day, Independence day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day. It is understood that no Employee shall suffer any reduction in wages for any of the above holidays.

- (d) That he will grant to all Employees who have been in his employ for a period of one (1) year or more, or who complete one (1) year during the term of this agreement, one (1) weeks vacation with full pay therefore of consecutive days. No employee who has customarily received a longer vacation period shall have such period reduced and no employee who is entitled to a longer vacation period due to previous arrangements with the Employer, shall suffer any less hereby. That he will grant each regular Employee one half day ($\frac{1}{2}$) per month, with no reduction in wages.
- (e) That he will continue to grant each Employee such periodical bonuses as he and has been the custom and will keep in effect insurance policies and benefits for the Employees according to the custom.
- (f) That in case of a complete or partial layoff of any Employee due to slack business, he will notify such Employee at least one (1) week in advance. In case of partial layoff, the Employee shall be paid the hourly rate of twenty-eight (28¢) per hour.
- (g) That Extra Employees shall receive at least four hours (4) consecutive work or pay on any occasion they are called or put to work.
- (h) That he will strictly observe the following store operating hours, effective: _____
Monday, Tuesday, Wednesday, Thursday, Friday;
8:30 A.M. till 5:00 P.M.
Saturday;
8:30 A.M. till 9:00 P.M.
Friday; (when store is closed on Saturday)
8:30 A.M. till 9:00 P.M.
Six working days prior to Christmas:
8:30 A.M. till 9:00 P.M.
with no addition to the regular working hours of Employees. That he will keep the store closed all day on all Sundays New Years Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When any of the above holidays fall on a Sunday, the following Monday shall be observed instead.

Article 2.

(a)

The Union Agrees:

That it will loan to the Employer, Union store Emblems which shall remain the property of the Union and shall be surrendered to the Union upon demand; and will advertise and promote the business of the Employer to the best of its' ability so long as no grievance exists.

It is mutually agreed that this agreement shall be in full force and effect for a period ending April 1st, 1938.

Signed this 4 day of April 1937 by the duly authorized representatives of the parties hereto.

U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

W

UNION AGREEMENTS

May 14, 1938

Miss Kitty Maule, Secy.
Retail Clerks' Int'l Protective Ass'n #126
4130 Noble Street
Bellaire, Ohio

Dear Sir: For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Rubin

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement _____

Bellaire Merchants' Association

(If more than one employer, please list on reverse side)

Number of companies covered by agreement _____

Number of union members working under terms of agreement sixty-eight

Number of nonmembers working under terms of agreement about 40

Branch of trade covered retail clerks

Date signed April 1, 1938 Date of expiration April 1, 1939

Please check here if you wish the agreement returned Please

Emma Lee Pollock

(Name of person furnishing information)

4334 Jefferson St.
Bellaire, Ohio (Address)