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Collective Bargaining Agreements

5-14-1937

St. Charles Business Men's Progressive Club and Retail Clerks International Protective Association, Local 986, AFL (1937)

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St. Charles Business Men's Progressive Club and Retail Clerks International Protective Association, Local 986, AFL (1937)

Location

St. Charles, VA

Effective Date

5-14-1937

Expiration Date

5-14-1938

Number of Workers

21

Employer

St. Charles Business Men's Progressive Club

Union

Retail Clerks International Protective Association

Union Local

986

NAICS

44

Sector

Private

Item ID

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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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Articles of agreement between the Retail Clerks International Protective Association, (affiliated with the American Federation of Labor) Local No. 986, St. Charles, Virginia and with the undersigned members of the St. Charles Business Men's Progressive Club of St. Charles, Virginia. Principal office at St. Charles, Virginia.

Whereas, parties of the first part and parties of the second part hereto ascribed, desire to establish a standard of labor, rate of pay and other conditions under which the employees shall work for the employers during the term of this agreement, and to regulate the mutual relations between the said parties for a maximum amount of benefit each to the other, therefore,

WITNESSETH, that for and in consideration of the performance of the conditions, terms, covenants and provisions herein, both parties, individually and collectively agree as follows;

(1) That this contract and agreement entered into, this the 14th day of May 1937 by and between the R.C.I.P.A.L.U., No. 986 hereinafter called the Union, through its authorized representatives, a majority of which shall be chosen from the active membership of the Local, as parties of the first part and the said St. Charles Business Men's Progressive Club, hereinafter called the employer, thru its authorized representatives, chosen from the active membership of the club, as parties of the second part; this contract and agreement to be in full force from the date of its signing.

(2) Parties of the first part agree to loan without cost to the parties of the second part, one Union Store card to agree to be responsible to the amount of \$1.00 if said card is damaged or lost; this card is and shall remain the property of the R.C.I.P.A. and must be surrendered by the parties of the second part upon the violation of any provisions of this contract, upon demand of the Union thru its secretary or Business Agent, but if such claim is made, that an employer has violated this contract and he feels agrieved at such accusation, he may demand that an arbitration board be set up, as outlined in section 7, to decide the matter and until such decision is made, the Union card shall be left with the employer and he shall not be required to surrender same until after an adverse decision by the Board of Arbitration. Union Store Cards may be issued stores who employ no clerks providing all employed in said store make application for non-active membership in the R.C.I.P.A. Local No. 986 of St. Charles, Virginia and comply with the Local agreement accompanying the store card.

(3) The employer agrees to retain in their employ as full time employees only members of the Union. New employees will be recorded as on trial for a period of six months after which they shall be considered regular employees.

(4) The employer may employ extra help who will not be required to join the Union unless they have worked ten days in any calendar month.

(5) The Union shall serve notice upon the employer of any of the Union members becoming suspended, or expelled and the employer shall have ten days to replace said member. If any member has been suspended or expelled and his or her employer feels that a discrimination or injustice has been made, the employer may call for an arbitration board, to consist of three members of the Union and three members of the employers and their decision, after hearing the evidence of both sides, shall be binding on both parties, In the event these parties cannot agree, a disinterested party may be called to sit with this board and act as umpire and a decision of a majority of the Board in-

cluding the umpire will be final and binding on both parties.

(6) Any member desiring to leave the employment of the employer must give him one weeks notice, and failure to do so, shall be fined \$10.00 and shall not be granted their transfer card until said fine has been paid. When the services of an employee is no longer needed, the employer shall give him or her one weeks notice; failure to do so, the employer will be required to pay the employee one weeks salary. Any employee leaving an employer or whose services have been terminated by the employer and who is in debt to the employer, shall make satisfactory settlement before they shall be granted their transfer card.

(7) A grievance committee consisting of three employers and three members of the Union, shall be set up for the purpose of settling such grievances as cannot be settled by the employer and the employee; in case they fail to agree they shall call in a disinterested party whose decision shall be final.

(8) During the life of this contract no strike shall be sanctioned or caused by the Union, and no lockout shall be placed on the employees by the employers, until every effort has been made to make a peaceful settlement. Employers will give preference to members of the Union in employing help. No member of the Union will be laid off and another in their place, on account of wage difference.

(9) It is agreed that the clerks will not be required to work more than 54 hours per week and in the event an employer requires any extra time on account of paydays or other rush periods, the employee will be paid 25¢ extra per hour for this additional time. Hours to be regulated best suited to our employers. Clerks will not be required to work on 4th of July, Thanksgiving Day, Labor Day and Christmas Day.

(10) The regular hours of labor shall not exceed 54 hours per week, 9 hours per day; except peak periods and provision made in section 9 of this contract. The employer shall have the right to arrange the working hours (consecutively) except that one full hour shall be granted each employee for meals. The employer may call in outside collectors and salesmen for inside work, not to exceed 50% of their time.

(11) It is further agreed upon, that the wage scale and other conditions attached hereto, is hereby made a part of this agreement, and is hereby accepted as the minimum wage and rates in force.

(12) The Union agrees to notify all Local Unions of the various crafts in this vicinity, by representative letters and advertising of the parties of the second part signing this contract with the retail Clerks Union.

(13) This contract to expire not less than one year and in the event either party wishes to extend this contract or make any changes therein, 30 days notice shall be given the other party, before the expiration of this agreement, and a committee representing each of the parties shall meet and agree on a contract to be presented each of the parties for its approval.

The present contract shall remain in full force and effect until such new agreement is accepted by the parties hereto,

In Witness whereof, the parties hereto attach their signatures under this the 14th day of May 1937.

Members of the St. Charles Business
Men's Progressive Club
St. Charles, Lee County, Virginia

Retail Clerks Int. Pro. Ass'n.
Local No, 986
St. Charles, Virginia

By _____ Pres.

By *Raymond Kelly* Pres.

Attest *W. H. Co. Co* Sect.

Attest *W. H. Handman* Sect.

By *Joe Peace & J. Karp*

By

By

By

By

By

By

By

By

By

By

ByBy

By

By

By

Wage Scale and hours for all merchants designated
below.

- (1) Apprentice clerks having less than six months experience, female \$10.00 per week of 54 hours and male clerks \$11.00 per week of 54 hours, which shall constitute the minimum wage.
- (2) Hardware and furniture clerks, female, \$13.50 and male \$16.00 per week of 54 hours.
- (3) Drug Store, experienced male clerks, \$16.00 per week of ~~54~~⁶⁰ hours.
- (4) Filling Station clerks, minimum wage of \$16.00 per week of ~~54~~⁶⁰ hours.
- (5) Five & Ten cent stores, a minimum wage of \$10.00 per week of 54 hours.
- (6) Dry goods clerks, experienced female clerks \$13.50, male clerks \$16.00 per week of 54 hours.
- (7) Grocery clerks, experienced female \$13.50 and male experienced \$16.00 per week of 54 hours.

The scale and rates are a part of the contract as designated in section 11 of the contract.

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

37-12-32

22

April 20, 1937

Miss Ethel Wyatt, Sec'y
Retail Clerks' Int'l
Protective Ass'n #986
St. Charles, Virginia

My dear Miss Wyatt:

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 should 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 shall 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 be of service to you at any time, please write me.

Very truly yours,

Isador Lubin

Isador Lubin
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement _____

St. Charles Business Mens Club

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

Number of companies covered by agreement Sixteen

Number of union members working under terms of agreement 17

Number of non-members working under terms of agreement 4

Branch of trade covered Merchandise, Groceries, Drug Store, Hardware, ^{Filling Stations,}

Date signed May 14, 1937 Date of expiration May 14, 1938

Polyp H. Bauffman
(Name of person furnishing information)

St. Charles, Va.
(Address)

Box 105