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Collective Bargaining Agreements

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1-1-1938

## Retail Clerks International Protective Association, Local 1083 (1938)

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## Retail Clerks International Protective Association, Local 1083 (1938)

### Location

Port Arthur, PA

### Effective Date

1-1-1938

### Expiration Date

5-1-1939

### Number of Workers

100

### Union

Retail Clerks International Protective Association

### Union Local

1083

### NAICS

44

### Sector

Private

### Item ID

6178-009b130f042\_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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# RETAIL CLERKS AGREEMENT



THIS AGREEMENT, made this day by and between the Retail Clerks' International Protective Association, by its agents, Local No. 1083, of Port Arthur, who for the purpose of this agreement, is designated as the party of the first part, and \_\_\_\_\_ whose place of business is located at \_\_\_\_\_, who for the purpose of this agreement, is designated as the party of the second part.

WITNESSETH: That the party of the first part, in consideration of the promises of the party of the second part being faithfully kept and performed, promises and agrees:

First. <sup>A</sup> That it will exert its influence to advance the interests of the party of the second part as an employer of union labor, and will enhance the value of the union card by distributing printed matter and by visiting the various industrial organizations in the city and advising them to patronize the same party.

Second. <sup>B</sup> That it will loan without cost to the party of the second part \_\_\_\_\_ Store Cards. These cards will remain the property of the party of the first part, and shall be promptly surrendered by the party of the second part upon the violation of any of the provisions of this agreement.

AND, The party of the second part in consideration of the promises and agreements of the party of the first part being faithfully kept and performed, promises and agrees:

First. <sup>C</sup> All regular employees shall belong to Local No. 1083 after thirty (30) days' employment to determine qualifications.

Second. <sup>D</sup> That all employees shall be employed on a weekly basis of 48 hours, and that six (6) days (from Monday to Saturday, inclusive) shall constitute a week's work.

Three. <sup>E</sup> That the following holidays, New Years, Independence Day, Labor Day, Armistice Day, Thanksgiving and Christmas, be granted with full pay.

Four. <sup>F</sup> That one week's notice be granted by either clerk or employer before termination of services.

Five. <sup>G</sup> It is understood that Clerks shall care for stock in such a manner as to protect it from damage before leaving store but all time otherwise spent shall be paid for as overtime at the rate of time and one-half.

VI. One week's vacation with pay shall be granted after one year's employment.

VII. Department Managers to be determined by executive board of this local.

VIII. Minimum wage to be paid an apprentice male clerk shall be \$15.00 per week.

Minimum wage to be paid bona fide male clerk shall be \$18.00 per week.

Minimum wage to be paid female apprentice clerks shall be \$13.00 per week.

Minimum wage to be paid bona fide female clerk shall be \$15.00 per week.

Extra help to be paid minimum of 25c per hour.

IX. Any violation of this contract by either party to be reported to local within 30 days or no action will be taken.

It is understood and mutually agreed that in case of a disagreement arising under this contract that cannot be settled by and between the employer or employers and a committee from Retail Clerks Local No. 1083, or a committee from the Central Labor Union of Port Arthur then the same shall be referred to a Board of Arbitration to be composed of five disinterested persons, two to be selected by the employer, two by the Retail Clerks Union, and the four persons to select the fifth; The decision of the Board of Arbitration to be final and binding on all parties, and pending the decision there shall be no further action taken by either party to this agreement. The decision of the said Board of Arbitration to be rendered within six days after submission of the disagreement.

<sup>H</sup> It is further mutually agreed by and between the parties hereto that this agreement shall be in full force and effect for the period of one year beginning on the date signified below and if no written notice is served on one party by the other within thirty (30) days before the expiration thereof, it shall continue in force for another year, and so on indefinitely.

IN WITNESS WHEREOF, We herewith set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 193\_\_\_\_\_

**THE RETAIL INTERNATIONAL PROTECTIVE ASSOCIATION**

By its agent, Local No. 1083.

(SEAL)

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

\_\_\_\_\_  
Party of the Second Part.

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

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*P. file*  
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UNION AGREEMENTS

May 14, 1938

Mr. Wendell R. Angle, Secy.  
Retail Clerks' Int'l Protective Ass'n #1083  
1135 DeQueen Boulevard  
Port Arthur, Texas

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 Lubin*

Commissioner of Labor Statistics.

Enc.

*Isador Lubin*

Name of company or employers' association signing the agreement Individual  
merchants

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

Number of companies covered by agreement 25

Number of union members working under terms of agreement 100

Number of nonmembers working under terms of agreement none

Branch of trade covered Retail selling

Date signed Different dates Date of expiration 5/1/39

Please check here if you wish the agreement returned \_\_\_\_\_

R. W. Laurents  
(Name of person furnishing information)

721 - Lake Shore  
(Address)