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Collective Bargaining Agreements

4-1-1936

Benton Merchants Association and Retail Clerks International Protective Association, Local 1085 (1936)

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Benton Merchants Association and Retail Clerks International Protective Association, Local 1085 (1936)

Location

Benton, IL

Effective Date

4-1-1936

Expiration Date

3-31-1938

Number of Workers

120

Employer

Benton Merchants Association

Union

Retail Clerks International Protective Association

Union Local

1085

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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AGREEMENT

R. C. I. P. A. LOCAL No. 1085, BENTON, ILL.

THIS AGREEMENT, entered into by and between the Retail Clerks International Protective Association through its authorized Agent, Local Union No. 1085, of Benton, Illinois, as party of the first part, the Benton Merchants Association, and..... Merchant, doing business in Benton, Illinois, within the jurisdiction of Local Union No. 1085, as party of the second part.

WITNESSES: That the party of the first part in consideration of the mutual promises of the parties to this agreement, promises and agrees:

I. That it will exercise its influence to advance the interests of the party of the second part as employers of Union Labor and will enhance the interests of their employers by distributing printed matter and visiting the various industrial organizations of the city and advising them to patronize said party of second part, and to advise the public against purchasing from mail order houses and all other business operating in competition to said party of second part.

II. That it will loan without cost to the party of the second part Store Card No. and that party of second part be responsible to the amount of not more than one dollar (\$1.00) for said card in case of damage or loss. This card is and shall remain the property of the R. C. I. P. A. and must be surrendered upon violation of this agreement upon the demand of the party of the first part through its Secretary or Business Agent.

Party of second part in consideration of the mutual promises of the parties to this contract agrees:

1. All employees shall procure a permit card from the Secretary or Business Agent of the Local within two days after commencing work and shall become members within two weeks from the date of their employment and shall remain in good standing during the life of this agreement. Any employee who has not procured said card, correctly stamped each month by the Secretary or Business Agent, party of second part agree not to retain in their employ after being notified by Local No. 1085.

2. It is hereby agreed, that the party of the second part shall procure and consider a list of idle members of Local Union No. 1085 for investigation pursuant to employment. Said list of idle members to be kept on file by the Secretary of Local No. 1085.

3. That 56 hours shall constitute a work week to be worked between the hours of 7 A. M. and 6 P. M., except on Saturdays when the hours of work shall be from 7 A. M. until 8 P. M. Delivery men in grocery and hardware stores are allowed 3 hours extra a week.

4. It is further agreed that on the last three business days before Christmas, the hours worked shall be from 7 A. M. to 8 P. M. On Saturdays and before the following holidays: Decoration Day, Fourth of July, the hours shall be worked from 7 A. M. to 8 P. M. It is further agreed that the store hours shall be from 7 A. M. until 5 P. M. during the months of July and August except on Saturday nights, which closing shall remain the same as stated in Section 3. During the months of July and August the number of hours worked by clerks will be 51 per week.

5. Party of the second part agrees to allow all employees not less than one hour for dinner each day.

6. Party of the second part shall grant the following holidays without reduction in wages: New Year's Day, Decoration Day, July 4th, Wednesday and Thursday from 12 P. M. to remainder of day during the Franklin County Fair, Labor Day, Armistice Day, Thanksgiving, and Christmas Day; stores to be closed, and in case stores close through proclamation by any means or request, employees shall not suffer any reduction in wages. In case any of the above mentioned holidays fall on Sunday, then the following Monday is to be observed, and any week in which a holiday occurs the basic work week shall consist of not more than 47 hours.

7. Party of the second part agrees to close their stores at 6 P. M. on all work days except as provided for in Articles three and four (3 & 4) and agrees not to sell any goods on Sundays or holidays.

8. It is understood that party of the first part shall care for the stock in such a manner as to protect it from damage before leaving the store. After closing hours no clerk will be required to work longer than 20 minutes during the week days and 40 minutes on Saturdays.

9. Party of the second part agrees that the wages of any female clerk, except apprentices and part time clerks, shall not be less than thirteen dollars and fifty cents (\$13.50) per week.

10. Party of the second part agrees that the wages of any male clerk, except apprentices and part time clerks, shall not be less than seventeen dollars and fifty cents (\$17.50) per week.

11. Party of the second part agrees that the wages of any apprentice, part time clerk or hardware and grocery store delivery boys shall not be less than \$12.00 per week. Any clerk or extra clerk reporting for short hour work shall receive not less than the equivalent of 4½ hours work, the hours to be worked consecutively.

12. It shall be mutually understood and agreed that the party of the first part or the party of the second part shall not reduce the above wage scale during the life of this agreement.

13. It is understood and agreed that no member of Local No. 1085 shall be discriminated against or denied employment because of his or her activities in matters pertaining to the Union.

14. Party of the second part, in case he employs no clerks, will be given the use of the store card providing he recognizes, signs and lives up to the provisions of this agreement the same as stores employing Union Clerks.

15. No member shall be laid off and any person employed in their place without just cause. In case any member of the Union is required or allowed to work longer than the hours specified in this agreement, it shall be deemed a violation of this agreement.

16. Party of the second part agrees to take no order for delivery that will cause any employee to work longer than the hours specified in this agreement.

17. Party of the second part agrees that in the event of slack business conditions or dull seasons and it is necessary to reduce their force, the older clerks shall have the preference of employment over the new ones and the last clerk employed shall be the first laid off and at no time shall a clerk be laid off and a new one employed in their place, unless for a just cause.

18. Party of the second part agrees to forfeit the sum of ten dollars (\$10.00) for the first violation of his part of any clause of this agreement and twenty-five dollars (\$25.00) for the second violation on his part or any subsequent violation on his part of this agreement. The same to be paid to Local No. 1085 and the same to be used for charitable purposes.

19. The party of the second part agrees to grant one (1) week's vacation with full pay to all employees, who have been employed for a period of one year or more.

20. Party of the second part further agrees provided he is now engaged in the business of selling drugs, commonly called a drug store, or engaged in any other type of retail store, such as news stands, electric appliance shops, auto supply stores or general stores, selling merchandise in competition with stores governed by this contract, that he will not sell, barter, or exchange any articles commonly dealt in by retail mercantile stores, after closing hours specified in this agreement, and will be bound by all other provisions to this contract, excepting only the sale of drugs and confections.

21. No clerk employed shall be asked, allowed or permitted to do work which conflicts with any other organized craft of this city.

22. It shall be the duty of the merchants and clerks, and to be the mutual concern of both parties, to enforce the obedience of this contract.

23. That there shall be a joint grievance committee of three merchants and three clerks to take up all grievances.

24. This agreement shall be in force from the date of signature and remain in full force and effect up to and including March 31, 1937. Should neither party give thirty days notice prior to the expiration of this agreement that another agreement is to be presented, then this agreement shall stand good for another year and so on until either party serves notice that a change is desired.

R. C. I. P. A. LOCAL NO. 1085, BENTON, ILLINOIS
AND
RETAIL MERCHANTS ASSOCIATION

By George E. Neville Pres. Party of Second Part

Attested James F. Phillips Cor.-Fin. Sec'y. Dated

This need not be Returned

SECOND REQUEST
U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

36-12-62

D

April 20, 1937

Mr. James F. Phillips, Sec'y
Retail Clerks' International
Protective Ass'n #1085
Box 525
Benton, Illinois

My dear Mr. Phillips:

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 _____

Benton Merchants Association

over

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

Number of companies covered by agreement 20 to 30

Number of union members working under terms of agreement 60

Number of non-members working under terms of agreement 60

Branch of trade covered Retail Only

Date signed April 1, 1936 Date of expiration March 31, 1938

James F. Phillips
(Name of person furnishing information)

Box 525, Benton, Ill
(Address)

Although the Merchants Association signs our
contract as a body, each individual Employer
signs separately, one contract for each store.

Yours very truly
J. F. Phillips

