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10-14-1935

## Retail Clerks International Protective Association, Local 229 (1935)

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## Retail Clerks International Protective Association, Local 229 (1935)

### Location

Collinsville, IL

### Effective Date

10-14-1935

### Expiration Date

10-14-1939

### Union

Retail Clerks International Protective Association

### Union Local

229

### NAICS

44

### Sector

Private

### Item ID

6178-009b131f020\_01

### 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

Retail Clerks' International Protective Association

AND

The Retail Merchants of the City of Collinsville, Illinois

THIS AGREEMENT mutually entered into this.....day of.....A. D. 193..... by and between the Retail Clerks' International Protective Association through their authorized agent, Local No. 229 of the City of Collinsville, State of Illinois, as parties of the first part, and

..... of the City of Collinsville, and State of Illinois, as 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:

(1) That it will loan, without cost to party of the second part Store Card No....., and that the party of the second part will be responsible to the amount of not more than \$1.00 for said card. This card is, and shall remain the property of the party of the first part and must be surrendered by the party of the second part upon violation of any of the provisions of this agreement or on demand of the party of the first part.

(2) Proprietors of stores employing no clerks, will be given use of the Union Store Card, providing they recognize, sign, and live up to this agreement, comply with same closing hours as stores employing Union Clerks. All cashiers, bookkeepers and others employed in any retail establishment under the jurisdiction of Local 229 must become members.

(3) Party of the second part agrees to employ only members holding a permit card issued by Local No. 229, and who will after 30 days become members of Local Union No. 229, from date of their employment.

(4) Party of the second part agrees that their store shall close at the following time: All day on Sunday, Decoration Day, July 4th, Labor Day, Armistice Day, Thanksgiving Day, Christmas and New Years. (Should any holidays fall on Sunday they will be observed on the following day.) at 5:30 o'clock p. m. on Mondays, Tuesday, Wednesdays, Thursdays and Fridays; at 8:00 o'clock p. m. on Saturdays, three (3) nights before Christmas, and 5:30 o'clock p. m. preceding an all-day holiday except Christmas. All stores to open at 8:30.

(4a) Party of the first part agrees that if Armistice Day is not kept in the city of St. Louis or made a national holiday after 1935, Clerks agreed to remain open.

(5) Hours:

(1) Eight hours shall constitute a days work with the exception of Saturday and three nights before Christmas which shall not be more than nine and one-half hours, and not less than one hour shall be allowed to each clerk for the noon meal and one hour on nights before Christmas and Saturdays.

(2) No clerk shall as a condition of employment, be required to work more than forty-nine and one-half hours in any one week in a retail establishment.

(6) After a clerk has worked one year or after this agreement is signed, employer agrees to give one week's vacation with pay, with privilege of taking a second week without pay.

(7) The minimum wage scale for female clerks shall be \$10 a week for the first year, and \$13 a week for the second (2) year, starting from beginning of employment.

(8) The minimum wage scale for male clerks shall be \$12 a week for the first six (6) months; \$15 a week for the next six (6) months, and \$18 a week for the second (2) year. Time starting from beginning of employment.

(9) Extra help shall be paid at the following rate: Male clerks per day \$3.00; Female clerks per day \$2.50; all overtime work shall be paid at the rate of one and one-third. Eight (8) Hour Basic Scale.

(10) There shall be no reduction in wages where clerk is receiving more than the scale in this agreement. No reduction will be permitted on account of holidays or where stores close through proclamation by any means or request.

(11) No boy or girl under the age of 16 years will be permitted to wait on customers.

(12) Clerks shall wait on all customers entering the store before 5:30 p. m. during the week days and 8:00 p. m. on Saturdays and Holidays.

(13) It is understood that the clerk before leaving the store shall care for their stock in such manner to protect it from damage.

(14) Any clerk wishing to resign from service must give his employer one week's notice and the employer must give one week's notice to the clerk before discharging him.

(15) Any employer intentionally requiring or knowingly permitting any employe to work longer than the hours specified in this agreement without paying overtime shall be deemed a violator of the agreement.

(16) All clerks must receive their pay Saturday of each week.

(17) All differences between any merchant and clerk or others not incorporated in this agreement shall, during the life of this agreement be referred to the Grievance Committee. Should any grievance arise which would require adjustment between the Grievance Committee and merchant, the party with whom the grievance exists must meet with the party of the other part not later than 48 hours after notice of such meeting is given.

(18) It is hereby further mutually agreed and understood that in the event such stock of merchandise is partly composed of soft drinks, ice cream, perishable products, or in any way that it might be construed to mean a confectionery or fruit, and green store, in connection with other stock of goods or merchandise, then he or she is in no way exempt from the meaning of the above section and it is as binding as to said closing hours as if there were no confectionery or perishable products in connection, thereby throwing a protection against keeping open a place of business containing merchandise as it intended to be kept closed.

(19) There shall be no distinction between clerk or clerks on account of any action taken before or after signing of this agreement. It is further agreed by all parties that the interests of each shall be mutually taken care of and advanced.

(20) Any merchant violating the closing hour shall have the Union Store Card withdrawn from this store, and any expense incurred by Local Union No. 229 in a case of this kind shall be paid by the merchant involved.

(21) In case neither party wishes any changes in this agreement it will renew itself.

That this agreement shall be in full force and effect from this fourteenth day of October 1935 to

fourteenth day of October 1936

In witness whereof we have set our hand and seal this 14<sup>th</sup> day of October 1935 at Collinsville, Illinois.

Helena Keller R. C. I. P. A. Local No. 229 Gen. Secy.  
party of the second part.

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

Retail Clerks # 229  
Collinsville, Ill.  
Oct. 14, 1939

Miss Emma Pelgus, Secretary  
Retail Clerks' Int'l Protective Ass'n 229  
108 W. Main Street  
Collinsville, Illinois

June 28, 1939

Dear Miss Pelgus:

We have in our files a copy of your agreement with employers which recently expired.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Enc.

\_\_\_\_\_  
Name of company or employers' association signing the agreement

\_\_\_\_\_  
(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 \_\_\_\_\_

Number of non-members working under terms of agreement \_\_\_\_\_

Branches of trade covered \_\_\_\_\_

Date renewed \_\_\_\_\_ Date of expiration \_\_\_\_\_

Please check here if you wish the agreement returned please return

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

*We are planning to have a new agreement this fall.*

Edna Best - 525 Norwood Ave, Collinsville, Ill.