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1-1-1939

Retail Clerks International Protective Association, Local 654, AFL (1939)

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Retail Clerks International Protective Association, Local 654, AFL (1939)

Location

Cumberland, MD

Effective Date

1-1-1939

Expiration Date

3-1-1940

Union

Retail Clerks International Protective Association

Union Local

654

NAICS

44

Sector

Private

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C.S. To Be Returned to Conciliation Service

199/3208

CONFIDENTIAL

Clerks 654
Cumberland, Md.
3-1-40

RETAIL CLERKS' AGREEMENT

THIS AGREEMENT, MADE IN DUPLICATE, This _____ day of _____, 1939, by and between the Retail Clerks' International Protective Association, affiliated with the American Federation of Labor, by its Agent, Local No. 654, of Cumberland, Maryland, hereinafter called "Association", and _____, whose place of business is located at _____, Cumberland, Maryland, hereinafter called "Employer",

WITNESSETH:-

WHEREAS, Both parties desire to co-operating in improving and establishing a standard of conditions by which the clerks shall work for the Employer during the term of this Agreement, and to provide methods of peaceful adjustment of all disputes that may arise between the clerks and the Employer with the and toward the end that uninterrupted operation and general stabilization of the operation of the business of the Employer be obtained.

NOW, THEREFORE, Be it agreed that in consideration of the sum of One (\$1.00) Dollar, mutually interchangeable, the receipt of which is hereby acknowledged, and in the consideration of the mutual promises hereinafter named, the parties hereto agree as follows:

FIRST: That the Association will exercise its influence to advance the interests of the Employer, and will distribute printed matter and visit the various industrial organizations in the City, and advise them to patronize the Employer.

SECOND: That it will loan, without cost to the Employer, a reasonable number of store cards when all of the Employees, who are eligible to join the Association, have become members of the same. Said cards shall remain the property of the Association, and shall be promptly surrendered by the Employer if the Employer shall violate any provision of this Agreement.

closed shop

THIRD: It is understood and agreed that none but members in good standing of Local No. 654 shall be employed by the employer. Extra help may be employed as long as such employment does not cause the layoff of the regular association members. All such help (extra) shall have a permit card issued by Local No. 654 before they can go to work. A permit card is good for one month, only.

FOURTH: It is agreed that no member of the Association shall be employed in excess of Forty (40) hours per week, except as hereinafter provided.

dinner

The employer shall open his store at 9:00 A.M. and close same at 5:00 P.M. daily except Saturday. On Saturday, the store shall open at 9:00 A. M. and close at 6:00 P.M. An interval of one hour per day shall be allowed each employee for lunch, and said lunch hour shall begin not earlier than 11:00 A. M. and not later than 2:00 P. M. One hour shall be allowed for dinner to an employee working overtime, or during later hours than those herein specified.

FIFTH: No employee shall be worked overtime in any department where regular employees are furloughed or are working short time, except, however, in time of flood, fire or other emergency, the employees may work as many overtime hours as their services may be required.

All customers in the Employer's store at the closing hour shall be entitled to make any purchases they desire, and the time spent by an employee serving any such customer shall not be considered overtime, nor shall such employee be entitled to extra compensation for time so spent.

SIXTH: The employer shall be entitled to one "peak week" during the month of December in each year, and said "peak week" shall consist of not more than six merchandising days of ten working hours each, at the rate of straight pay for all hours so worked, exclusive of Christmas Eve, when the Employer shall close his store at 8:00 P. M.

SEVENTH: Extra employees working four or less hours daily shall be compensated for at least four hours.

EIGHTH: The schedule of hours for porters and delivery boys shall not exceed forty-eight (48) hours in any one week.

NINTH: Wednesday afternoons from 1:00 P.M. shall be declared half-holidays and no store shall remain open after that hour on the aforesaid Wednesday afternoon.

TENTH: The hours of any employee shall not be staggered.

wage demand
ELEVENTH: The employer shall pay all members of the Association, who are inexperienced clerks, as hereinafter defined, not less than Fifteen (\$15.00) Dollars per week. All members of the Association who are experienced clerks, as hereinafter defined, shall be paid not less than Sixteen Dollars and Fifty Cents (\$16.50) per week. All employees now employed shall receive an increase of Ten (10%) per centum on their present weekly wage.

TWELFTH: All other employees minimum wage rates shall be increased according to the above scale of wages and shall also receive the above increase in wages of ten (10%) per centum.

Extra employees, male or female shall receive a minimum hourly rate based on the respective minima hereinabove set forth.

THIRTEENTH: All overtime shall be compensated at the rate of time and one-half time, with the exceptions of the holidays hereinafter provided for. Overtime worked in any one day shall not be compensated for by layoffs, nor shall any employee be required to take time off to make up for overtime work, unless provided by law.

FOURTEENTH: All work done on the following days and holidays shall be compensated for at the rate of double time, namely: Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No regular employee working for a weekly wage shall be docked for any of the said holidays or any other holidays declared by the Employer,

provided that the said Employee has worked the working day before or the working day after said holiday. Whenever any of the said holidays fall on Sunday, the Monday immediately following shall be observed instead.

FIFTEENTH: Any employee now receiving wages in excess of the minimum wages herein specified, shall not be reduced and nothing herein contained shall prevent the payment of higher wages than the respective minima provided.

SIXTEENTH: Employees receiving commissions, discounts, or the benefit of health, accident, life, or other insurance carried by the Employer for the benefit of the employee, shall continue to receive the same.

bonuses

SEVENTEENTH: All ~~maximum~~ heretofore paid, which formed a part of the Employee's contract of employment as of date of this agreement, shall continue to be paid. All bonuses heretofore paid as mere gratuities by the Employer shall remain optional as to payment with the Employer.

EIGHTEENTH: All quotas or basis for commissions shall remain the same, except as referred to during vacation periods in paragraph Twenty of this Agreement.

NINETEENTH: All contributions to any charitable cause shall be voluntarily made by the employees.

TWENTIETH: VACATIONS: All regular employees of one year's service shall be entitled to one week's vacation, with pay, and such Employees may take an additional week without pay at the option of the Employee, provided that the vacation period in any event shall be fixed by the Employer during the summer months, provided further, that no employee who has heretofore, by reason of experience or otherwise, been entitled to a longer vacation period than one week, with pay, shall not have said vacation period reduced; provided further that all bases or quotas for commissions during this vacation period shall be abated.

TWENTY-FIRST: Strict seniority rights based on the length of service shall be observed. An experienced employee is one with six months or more of employment in any store. An inexperienced employee is one with less than six months employment in any store. This definition shall also include extra employees. In all furloughs or lay-offs, the youngest Employee in point of service in the department where said furlough occurs, shall be furloughed or laid off first. Extra employees shall obtain seniority rights in relation to their length of service.

TWENTY-SECOND: ADJUSTMENT OF DISPUTES: In case of disagreement under this contract, which cannot be settled by the employer or his representative, and a Committee from the Association, or a Committee from the Executive Council of the Association, the same shall be referred to a Board of Arbitration to be composed of five disinterested persons, two of whom shall be selected by the employer, two of whom shall be selected by the Association, and the four so selected shall select a fifth person. The decision of three of said Board shall be final and binding on all parties and pending such decision, there shall be no further action taken either by the employer, the aggrieved employee, or the Association. Any expenses incurred in arbitration shall be equally borne by the Employer and the Association.

*If disagree
Judge Master
shall select the
fifth man.*

TWENTY-THIRD: An employer desiring to discharge an Employee shall so advise the employee one week in advance or pay an additional week's salary, provided that the employer may discharge any employee, for dishonesty, lack of integrity, or gross breach of discipline without notice. An employee desiring to leave the employ of the employer, shall advise the Employer one week in advance.

TWENTY-FOURTH: Eight additional hours annually in excess of the normal working hours herein specified shall be permitted to the Employer for inventory purposes, and said eight additional hours shall not be considered overtime. All hours in excess of eight hours shall be considered as overtime.

TWENTY-FIFTH: This Agreement shall be in full force and effect until MAR. 1 1940, and if no written notice is served by either of the parties hereto, thirty days prior to the expiration hereof, it shall continue in force for a period of one additional year, and thereafter for like period of one year until notice as herein provided is served.

IN WITNESS WHEREOF, The respective parties hereto have caused this Agreement to be executed this _____ day of _____, 1939.

THE RETAIL CLERKS' INTERNATIONAL
PROTECTIVE ASSOCIATION
By its Agent, Local No. 654

President

Secretary.

Party of the Second Part,

ATTEST:

Address.