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Collective Bargaining Agreements

10-1-1939

Retail Merchants Association and Retail Clerks International Protective Association, Local 1113 (1939)

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Retail Merchants Association and Retail Clerks International Protective Association, Local 1113 (1939)

Location

Henryetta, OK

Effective Date

10-1-1939

Expiration Date

10-1-1940

Number of Workers

85

Employer

Retail Merchants Association

Union

Retail Clerks International Protective Association

Union Local

1113

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. 1113, Henryetta, Oklahoma

THIS AGREEMENT, made by and between the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, by its agents, LOCAL 1113, of Henryetta, Oklahoma, party

of the first part, and _____

Merchant doing business in Henryetta and within the jurisdiction of Local No. 1113, R. C. I. P. A., party of the second part.

WITNESSETH: That the party of the first part in consideration of the mutual promises of the parties to the contract, promises and agrees:

A. That it will exercise its influence to advance the interests of the party of the second part as employers of Union Labor.

B. That it will loan without cost to the party of the second part STORE CARD NO. _____ and that party of the second part be responsible to the amount of not more than one (\$1.00) dollar for said card in case it is damaged or lost. 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 provisions of this agreement, upon demand of the party of the first part through its secretary or business agent.

The party of the second part in consideration of the promises of the parties of this contract agrees:

1A. All new employees over 16 years of age shall procure a permit card from the Secretary of Local Union No. 1113, R. C. I. P. A., provided, however, the employer has procured and considered a list of idle members from the Secretary of the Local Union 1113, R. C. I. P. A., otherwise no employee will be issued a permit card or considered eligible for membership in the above mentioned local union. Before beginning work, employee agrees to pay to employer \$2.00 per week until \$10.00 initiation fee has been paid, as stated on permit card. Said employee to remain in good standing as long as employed.

1B. The party of the second part agrees not to employ any clerk after being notified by the Secretary or Business Agent of Local Union No. 1113, R. C. I. P. A., any employee who has not procured said permit card and in every way complied with this section of the agreement and not more than one employee under 16 years of age shall be allowed to work to each five (5) union clerks or major fraction over five members employed in any one store. In the event party of the second part employs no clerks, he or she may employ no more than one clerk under 16 years of age.

2. It is hereby agreed that party of the second part shall procure and consider a list of idle members of Local Union No. 1113, R. C. I. P. A.

3A. That all clerks in grocery, feed, hardware, furniture, automobile supply and combination hardware and supply stores shall work only between the hours of 7:30 a. m. and 5:30 p. m., week days and on Saturdays only until 9:00 p. m. That all clerks in dry goods, clothing, shoe, and combination dry goods, clothing and shoe, and variety stores shall work only between the hours of 8:00 a. m. and 6:00 p. m. week days, and on Saturday until 9:00 p. m. No clerk shall work more than 30 minutes after closing time and no order shall be taken for delivery which requires more than 30 minutes after closing time to deliver.

3B. For taking inventories, stores may hire their regular employees for night work not to exceed four inventories a year.

C. That no employee shall be called for work for less than one-half day. hours to be worked consecutively.

4. The party of the second part agrees to allow all employees not less than one (1) hour for dinner each day and two (2) hours for meals on Saturday.

5A. Party of the second part shall grant the following holidays without any reduction in wages: Thanksgiving Day; Christmas Day; Decoration Day; Fourth of July; Labor Day; and in case stores close through proclamation by any means or request, regular employees will not suffer any reduction in wages, and in case of the above named holidays should come on Sunday, the holidays shall be observed the day following.

5B. That one day preceding holidays mentioned in Section 5A of this contract stores may remain open until 8:00 p. m., except for Thanksgiving Eve on which food stores may remain open until their business is over, and five days preceding Christmas Eve all stores may remain open until 9:00 p. m. and on Christmas Eve time unlimited.

6. The party of the second part agrees to the following regular opening and closing hours: grocery, feed, hardware, furniture, automobile supply and combination hardware and supply stores to open at 7:30 a. m. and to close at 5:30 p. m.; dry goods, clothing, variety, shoes, and combination dry goods, clothing, and shoe stores to open at 8:00 a. m. and to close at 6:00 p. m. All stores are to close at 9:00 p. m. on Saturdays.

7. It is hereby further mutually agreed and understood that in the event such stock of merchandise is partly composed of soft drinks, ice cream, or in any way that it might be construed to mean a confectionery 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 binding as to said closing hours as if there was no confectionery in connection, thereby throwing a protection against the keeping open of a place of business containing such merchandise as intended to be kept closed.

8A. Party of the second part agrees to pay all inexperienced male clerks over 16 years of age not less than a minimum wage of \$12.00 per week, and all inexperienced female clerks over 16 years of age a minimum wage of \$9.00 per week.

8B. Party of the second part agrees to pay all experienced male clerks a minimum wage of \$15.00 per week, and all experienced female clerks a minimum wage of \$11.25 per week. It shall be understood and agreed that any clerk having worked in a store or stores for six months shall be considered an experienced clerk. This scale to be in affect October 1, 1937.

9. It is hereby understood and mutually agreed that party of the first part shall not suffer any reduction in wages during the life of this agreement.

10. It is understood and agreed by both parties to this contract that no member of the R. C. I. P. A., shall be discriminated against or denied employment because of his or her activities in matters affecting the R. C. I. P. A.

11. Party of the second part in case he employs no clerks will be given the use of the Store Cards of the R. C. I. P. A., providing he recognizes and signs this agreement and lives up to the same hours as stores employing union clerks.

12. The party of the first part agrees to furnish to the party of the second part in duplicate forms to be used in such place of business as a working rule, copy of this agreement, and the same shall be posted where it will be accessible to all parties concerned.

13. This agreement shall expire but parties to this agreement may work under the terms and conditions of this agreement for a period of thirty days thereafter pending signing up an agreement for ensuing year. Thirty days prior to the expiration date of this agreement either party may notify the other party that they desire to enter into negotiations for a change. Should no such notification be given, this agreement will continue for an additional twelve months. Such notification must be made in writing by either party to the President of the other organization.

14. Party of the second part agrees to forfeit the sum of \$5.00 for each violation on his part of this agreement, the same to be paid to Local Union No. 1113, R. C. I. P. A.

14B. In case of a dispute between employer and employee that cannot be settled by Business Agent of the Union, it is hereby provided that a committee of two members of Local No. 1113 be selected by the President of the Local and two employers to be selected by the President of the Retail Merchants Association and those four are to select an uninterested fifth person. This committee is to have a hearing and then decision is to be final.

15. The party of the second part agrees to allow the Secretary of the Retail Merchants Association and the Business Agent of the Party of the First Part to examine the Social Security records of clerks employed at any time requested.

16. This agreement shall be in force and effect from this First day of October, A. D., 1937, at Henryetta, Oklahoma.

By
President

.....
Party of the Second Part

Attested
Secretary

Witness:

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

Clerks #1113
Henryetta, Okla.
10-1-40.

Miss Doreline Hamra
Retail Clerks' International
Protective Association #1113
313 West Main
Henryetta, Oklahoma

June 21, 1939

Dear Madam:

We have in our files a copy of your agreement with the Retail Merchants Association 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

Retail Merchants' Association
(If more than one employer, please list on reverse side)

Number of companies covered by agreement 50

Number of union members working under terms of agreement 85

Number of non-members working under terms of agreement None

Branches of trade covered Listed in Article #6 in Agreement -

Date renewed Oct 1, 1939 Date of expiration Oct 1, 1940

Please check here if you wish the agreement returned _____

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.