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Collective Bargaining Agreements

12-5-1942

Elmore Store, Inc. and Retail Clerks International Protective Association, Local 746, AFL (1942)

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Elmore Store, Inc. and Retail Clerks International Protective Association, Local 746, AFL (1942)

Location

Jasper, AL

Effective Date

12-5-1942

Expiration Date

4-16-1945

Employer

Elmore Store, Inc.

Union

Retail Clerks International Protective Association

Union Local

746

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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DEC 5 1942 12-5-42?

Confidential

*Detail Clerks #746
X13-4-45
AF4*

C. Reg. 27.44

RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION Local Union No. 746, Jasper, Alabama

Agreement

THIS AGREEMENT MADE AND ENTERED INTO by and between the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL UNION NO. 746, of JASPER, ALABAMA, hereinafter referred to as the "UNION," acting by and through the authorized representatives whose names are hereto subscribed and the St. Moore hereinafter termed the "EMPLOYER":

WITNESSETH, That, for and in consideration of the mutual promises of the Union and the Employer made, each to the other, the said parties agree as follows:

- The members of the Union will exercise their best efforts and influence to advance the interests of the Employer and by all legal and lawful means and solicitation prevail upon the memberships of other labor organizations in this area to patronize only those stores whose employers display the Union Store Cards.
- The Union will lend, without cost to the Employer, a store card or cards, which will remain the property of the Union and be promptly surrendered by the Employer upon being adjudged in violation of any provisions of this agreement.
- That it will fine and dismiss from the local any of its members who willfully violates or aids in the violation of any of the provisions of this agreement.
- Employees must give the Employer one week's notice before terminating their services. Failure of the Employee to comply with this clause will be deemed sufficient grounds for fine or suspension from the Local.
- It is agreed by the Union and the Employer, that there shall be no strikes, boycott or lockouts during the life of this agreement. If any such differences arise, it shall be first the subject of discussion between the parties hereto and, in the event of failure to arrive at a mutually satisfactory settlement, the matter shall be referred to an Arbitration Board as provided in said agreement ARTICLE 5, SECTION A.
 - If and in the event any disagreement shall arise between the Union and the Employer and seemingly cannot be satisfactorily adjusted, it shall be submitted to either of the following, viz:
 - The Conciliation Service of the State of Alabama.
 - An impartial tribunal of three persons selected and agreed to by the Union and the Employer, each selecting one and these two selecting and umpire. The decision arrived at by this body shall be final and binding on both parties.
 - The United States Conciliation Service.
 - The Employer agrees that any conditions now existing in stores which have better working conditions than now exist in this contract, the signing of this contract by the Employer shall not take away those existing better conditions.

WORKING PROVISIONS

- The Retail Clerks International Protective Association Local No. 746 shall be recognized as the sole bargaining Agency for all Employees who are employed in or about the establishment, who display the UNION STORE CARD.
- That all Employees of the Employer and new Employees hired by the Employer and whose positions are covered by this agreement must become members of the Union within thirty (30) days after their employment (membership in the Union being subject to such employee meeting the requirements for membership). Employees failing to comply with this rule must be discharged immediately upon demand by the Union.
- It is hereby agreed by the Employer, that he shall procure and consider the waiting list of members of Local No. 746 Retail Clerks International Protective Association for investigation pursuant to employment. This waiting list can be obtained from the Secretary of the Retail Clerks International Protective Association Local No. 746.
- The Employer agrees that no person shall be employed, who have not reached the age of sixteen (16) years.
- Employees who have been employed twelve (12) months shall receive one week vacation.
 - Employees who have been employed twenty-four (24) months or more shall receive two (2) weeks vacation.
 - All Employees entitled to a vacation shall receive their regular weekly wages and/or earnings for the time they are on vacation.
- It is agreed by the Employer that there shall be only one person employed by their company as Assistant Manager in their place of business, this means Establishments that have eight or more Employees. It is further agreed by the Employer that in case Assistant Managers are used as salespersons, the Assistant Manager will be required to become a member of the Union.
- Employers will be required to give Employee's one (1) week's notice before terminating their services, or as an alternative, one (1) week's pay.
- There shall be no discrimination in the matter of Union membership nor shall they be denied employment because of his or her activities in matters pertaining to the Retail Clerks International Protective Association. The Employer shall have the right to discharge any Employee for good and sufficient reasons, provided however, that the discharged employee shall be informed by the Management as to the reason and cause for dismissal and the Union shall have the right to request the re-employment of such employees, without prejudice, if the cause is found to be unjustified.
- Any store selling soft drinks and ice cream in connection with other lines of merchandise, will not be considered or construed a confectionery, and must observe the opening and closing hours as other stores in the same line of business.
- The Employer agrees to grant the following Holidays: New Years Day, Christmas Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day. In case stores should close through proclamation or special request, Employees will not be required to work or suffer any reduction in wages as a result of same. Should any of the above mentioned holidays fall on a Saturday or Sunday, the following Monday shall be observed with a full day's observance.
- It is further agreed that when any construction or repair work is done on the premises or the building by the Employer, that only Union Labor will be employed to do the work.
- No Employee shall suffer a reduction in salary during the life of this contract, and in the event of the employee being locked out or forced out by the employer, it is agreed that the employees affected shall receive full pay for all time lost. It is further agreed that regardless of the date of signing of contract it shall be retroactive as of September 1, 1942.
- All female employees shall be granted twelve (12) days sick leave each year without any reduction in weekly salary. When requested by the Employer a Medical certificate will have to be furnished by the Employee.
- It is agreed by the Employer and the Union that they will be governed by the working rules of the Union and published rules of the Company. This means that published rules of the Company must be conspicuously displayed on Company's premises, regulating opening and closing of stores, rate of pay and other working conditions suitable to the classification of the different establishments as separately set forth in this contract.
- All employees shall be given one full hour for lunch each day, and one full hour for supper on Saturdays.
- All employees who are entitled to time off during the life of this agreement, time off periods shall be granted by the Employer in consecutive hours, nor shall the Employees suffer any deduction in their weekly salary.

VARIETY STORES

- The Employer agrees that they shall open their place of business at 8:30 A. M., and close their place of business at 5:30 P. M., except Saturday at which time they agree to open their store for business at 8:30 A. M., and close at 9:00 P. M.
- The Employer agrees that the basic work week shall not exceed Fifty (50) Hour period and that any work performed in excess of the Fifty (50) Hour period shall be paid at the rate of overtime; time and one-half of their hourly rate.
- The Employer agrees that all new Employees without experience, that are employed by the Company shall receive not less than Twelve Dollars and Fifty (\$12.50) cents per week as salary. It is further agreed that all Employees with six months experience or more shall receive not less than Fifteen Dollars and Fifty (\$15.50) cents per week as salary.
- The Employer agrees that all employees with six months experience or more, shall receive a Fifteen per cent (15) increase over their present salary.
- The Employer agrees that their store or stores shall close at noon on each Wednesday of the week, during the months of May, June, July and August during the life of this agreement.
- The above agreement to remain in full force and effect for a period of one year and thereafter unless either party hereto notifies the other that it will not be renewed. Negotiations for renewal shall be opened thirty days preceding the expiration of this agreement.
 - It is mutually agreed that if and in the event of changed economic conditions during the term of this Agreement the subject pertinent thereto shall be considered one to open discussion on said agreement and any agreement arrived at shall not invalidate the agreement.

IN WITNESS WHEREOF, the parties hereto have and do hereunto set their hands and seals this _____ day of _____, in the year A. D. 1942.

FOR LOCAL UNION NO. 746,
RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION,
JASPER, ALABAMA.

FOR THE EMPLOYER

(SIGNED) G. G. Banks President

(SIGNED) Owen F. Harris Secretary

(SEAL OF THE UNION) William C. Cross GENERAL ORGANIZER

[Handwritten signature]

WAGE COMMITTEE

THE UNION NEWS JASPER, ALA.

*OK
J. H. Day
Commissioner
N.S. Conciliation
Service*

LG

Eff. 12-3-42

Request for Form 5x

Budget Bureau No. 44-R003
Approval expires Dec. 31, 1944

FEB 4 - 1944

R 14-44-6

U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25

Retail Clerks 746 (155)
Jasper Alabama
1-12-4-44?

January 27, 1944

Elmore Company
Jasper, Alabama

7-477 7-16-45



Gentlemen:

In order to have available information concerning working conditions under collective bargaining, the Bureau of Labor Statistics maintains a file of union agreements in force throughout the United States. Will you please indicate on the form below whether or not your company has any union agreements. If you have signed agreements, we should like very much to have these agreements among our records, and shall appreciate your cooperation in sending us copies of them, together with the other information requested.

If extra copies are not available and you will lend us the originals, we shall be glad to have duplicates made and promptly return your agreements. If you specify that the wage rates or any other clauses in your agreements should be kept confidential, they will not be identified in our reports to persons outside Federal agencies. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,

A. F. Hinrichs

Enc.

Acting Commissioner of Labor Statistics

Do you deal with a union in any of your establishments? Yes No

Name and location of establishment	Name and affiliation of union	Number of employees covered	Effective date	Expiration date
V.J. Elmore Store Inc. Jasper Ala	Retail Clerks Int Local 746 Jasper Ala	8	9-1-42	9-1-43

Product or type of work: Clerk Salesadies

Do you wish the agreements returned? Yes No

Les McLendon (Signature) Box 404 Jasper Ala (Address)

Please specify on the reverse side clauses you wish kept confidential or add other remarks if you care to do so.

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

Thank you very much for the information furnished in response to on the coverage of your agreement

We are interested in having a copy of the agreement for our files and shall be most grateful if you will furnish one. If you have only one copy available and so indicate, we shall be glad to type a duplicate and promptly return the original.

The enclosed envelope for your reply requires no postage. Your prompt response to this request will be greatly appreciated.

Very truly yours,

Isador Lubin

Isador Lubin

Commissioner of Labor Statistics

Enc.

8 7 8