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Collective Bargaining Agreements

1-10-1941

American Stores Company, A and P, Food Fair, and others and Retail Clerks International Protective Association, Local 1315 (1941)

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American Stores Company, A and P, Food Fair, and others and Retail Clerks International Protective Association, Local 1315 (1941)

Location

Baltimore, MD

Effective Date

1-10-1941

Expiration Date

1-10-1942

Number of Workers

1096

Employer

American Stores Company; A and P; Food Fair; Sehreiber Brothers; Union Beef Company

Union

Retail Clerks International Protective Association

Union Local

1315

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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RETAIL CLERKS AGREEMENT

Johnston City, Illinois, October 1st, 1928.

This agreement made this day, by and between the Retail Clerks International Protective Association, by its agent, Local No. 980 of Johnston City, Illinois, party of the first part and a merchant doing business in Johnston City, Illinois, and within the jurisdiction of Local No. 980, R. C. I. P. A., party of the second part.

WITNESSETH:—That the party of the first part in consideration of the promise of the party of the second part being faithfully kept and performed, promises and agrees:

1. That it will exercise its influence to advance the interest of the party of the second part, by distributing printed matter and visiting the various industrial organizations in the city and advising them to patronize said party.

2. That it will loan to the party of the second part, without cost, store card No. These cards are and shall remain the property of the party of the first part and must be surrendered by the party of the second part to the party of the first part upon proof of a violation of any clause or part of a clause of this agreement. Said Store Card MUST BE DISPLAYED conspicuously in the show window of the store.

3. The party of the second part in consideration of the promises of the party of the first part being faithfully kept and performed promises and agrees:

1. All employees, over 16 years of age, shall procure a permit card from the secretary of Local Union No. 980 R. C. I. P. A. before starting work, and shall file an application for membership within one week, from date of employment. (No more than one employee under the age of 16 will be allowed to work to each Five clerks or major fraction thereof, members employed, and then not until he or she, or the parties responsible for them shall have obtained a permit from the state and a written consent from the parent or guardian.

2. It is hereby agreed that all employers shall receive and consider a list of idle members for investigation, persuing to employment.

3. Nine hours shall constitute a day's work, said nine hours to be worked between the hours of 6 a. m. and 6 p. m. on all days of the week.

4. That they will grant the following holidays to their employees without any reduction in wages: All day Labor Day, Armistice Day, Thanksgiving Day, Christmas Day, New Year's Day, Decoration Day and the Fourth of July. If granted holidays fall on Sunday, the following Monday will be observed. In return for which the party of the first part agrees to work until 8 o'clock on three of the four days preceding Christmas and as long as may be necessary on the day before Christmas Day, commonly called Christmas Eve Day.

5. It is understood that the clerks shall care for their stock in such a manner as to protect it from damage before leaving the store, but shall not be discriminated against for refusing to do extra work.

6. That the wages of girls under the age of 16 years shall be left to the employer and employee. Girls or ladies over 16 years of age shall not receive less than the minimum wage scale commencing at \$12.50 per week for the first 6 months experience, \$16.50 for the next 6 months experience and after one year's experience \$21.50 per week.

That the wages of male employees under 16 years of age shall be left to the employer and employee. Boys or men employees over age of 16 years shall receive not less than the minimum wage scale, commencing at \$12.50 for the first 6 months experience and \$22.00 for the next 6 months experience and after one year's experience \$28.00 per week.

7. All merchants agree to close their store at 6 o'clock p. m. on all days of the week and to sell no merchandise thereafter with the exception of three of the four days preceding Christmas Day when the closing hour shall be 8 o'clock p. m. and as long as may be necessary on the day before Christmas, commonly called Christmas Eve. All merchants agree not to sell any goods on Sunday or legal or granted holidays (mentioned above in S.c. 4) except in case of sickness or death.

8. It is understood and agreed upon that no member shall be discriminated against or denied employment because of his or her activities in matters affecting the R. C. I. P. A.

9. The proprietors of stores who do not employ any clerks, will be given the use of the store card, provided however that they sign and recognize this agreement.

10. It is further understood and agreed that the head clerk or manager of any store have the same privilege as the proprietor in regard to opening and closing of the store.

11. It is understood and agreed that no delivery boy or man shall leave the store to make delivery unless same can be reasonably made and him returned to the store 30 minutes before the regular closing hour of the day. No delivery boy or man or other clerk are allowed to call on trade for the purpose of soliciting or taking orders out side of their regular hours of duty at the store. The word store shall apply to any place of business recognizing or signing this agreement.

12. The party of the second part further agrees that in the event of slack business conditions, or a dull season should it become necessary to diminish their help by laying off any clerk or number of clerks, the older employed clerk shall have preference of employment over the newer ones, and the last clerk employed to be the first layed off, and at no time shall a clerk be layed off and a new one employed instead, or in their places. It is also further agreed by both parties to this contract, that in the event any employee should be discharged, laid off or caused to become idle by the party of the second part and it is claimed that an injustice has been done him or her, then an investigation shall be made at once in the following manner: A jury consisting of three members of the R. C. I. P. A. and three members of the retail merchants of Johnston City, Illinois, and in the event the above named jury fails to agree then there may be chosen by these six jurors one disinterested person to assist in rendering a just decision. Such decision shall be final and if it is found that the employee has been done an injustice, the party of the second part shall at once replace the employee to their former position and pay him or her for all time lost at the rate of salary as being paid before being discharged, laid off or caused to become idle. This method of procedure shall apply to Section 12 only.

13. It is hereby agreed that all merchants will forfeit their Store Card if any of their employees are assessed a special assessment or fine by the R. C. I. P. A. and refuse to pay same, as provided they do not dispose of said employee's service or make them pay said assessment or fine within one week after being notified of such fine or assessment.

14. It is hereby 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 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 of section No. 7 and it is binding as to said closing hours as if there were no confectionery in connection thereby throwing a protection against the keeping open a place for business containing such merchandise as is intended to be kept closed.

15. It is further agreed that if no conference is demanded, in writing, to the President or Secretary of either party by the President or Secretary of the other party 30 days prior to the expiration of this agreement, then this agreement becomes a new agreement for the following year without further action of either party, and may be extended from year to year by said method, provided however that this contract shall not extend longer than the tenth year.

16. That this agreement shall be in full force and effect from the 1st day of October A. D. 1928 to or until the 1st day of October A. D. 1930.

17. A COPY OF THIS AGREEMENT IS TO BE POSTED CONSPICUOUSLY WHEREBY IT CAN BE EASILY REFERRED TO BY BOTH EMPLOYER AND EMPLOYEE AT ANY OR ALL TIMES.

(President of Merchants' Association)

(Secretary of Merchants' Association)

(Merchant)

Ed M E Rowland

(President Retail Clerks)

Estelle Hillen

(Secretary Retail Clerks)

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MAY 6 1937
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