

# WORKING AGREEMENT

## Retail Clerks International Protective Association, Local Union No. 575, Centralia, Illinois

THIS AGREEMENT, Made by and between the Retail Clerks International Association, by its agents, Local Union No. 575,

R. C. I. P. A., of Centralia, Illinois, party of the first part, and \_\_\_\_\_  
Merchant doing business in Centralia, Central City, Wamac, and vicinity, party of the second part.

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

Section 1. That it will exercise its influence to advance the interests of the party of the second part as employers of Union Labor and will enhance the interest of their employers by distributing printed matter and visiting various industrial organizations of the city and advising them to patronize said party.

Section 2. That it will loan without cost Store Card No. \_\_\_\_\_ to party of the second part, who employs one or more full time clerk, who is a member of Local No. 575, R. C. I. P. A. Parties of the second part who do not employ one (1) or more full time clerk shall, to obtain store card, affiliate as a non-active member as per Section 4 of R. C. I. P. A. International Constitution. Party of the second part will be responsible to the amount of One Dollar (\$1.00) for said card in case it is damaged or lost. Said card to be kept in a conspicuous place. This card is and shall remain the property of the party of the first part and must be surrendered by party of the second part upon violation of any of the provisions of this agreement, upon demand of the party of the first part through its Secretary, or Business Agent.

Section 3. The party of the second part in consideration of the mutual promises of the parties to this contract agrees:

Section 4. All employees shall procure a permit card from Secretary of Local Union 575, R. C. I. P. A., before beginning work, provided, however, the employer has procured and considered a list of idle members from Secretary of Local Union 575, R. C. I. P. A.; otherwise no employee will be issued a permit card or considered eligible for membership in the above mentioned local, and such employee or employees shall become members after sixty (60) working days and remain in good standing as long as employed. Said permit card shall be issued and effective for no more than four (4) regular working days per week or more than sixteen (16) days per month on monthly permits. Said employee's seniority shall not take effect as per Section Seventeen (17) until he or she has worked sixty (60) regular working days.

Section 5. The party of the second part agrees not to retain in their employ, after being notified by the President, Secretary or Business Agent of Local Union 575, R. C. I. P. A., any employee who has not procured said permit card and in every way complied with Section Four (4) of this agreement.

Section 6. It is hereby agreed that party of the second part shall procure for consideration a list of idle members of Local Union 575, R. C. I. P. A., for investigation for competent clerks, pursuant to employment. Said list of idle members to be kept at all times by the Secretary of Local Union 575, R. C. I. P. A.

Section 7. That no union member shall work more than ten (10) hours per day or more than forty-eight (48) hours per week nor more than six (6) days per week, except for two weeks in last six weeks of the year, when they may work fifty-six (56) hours in above mentioned two (2) weeks, and shall be paid at regular rate of pay on hourly basis.

Section 8. No employee shall begin work before 7:00 a. m. nor work later than 6:30 p. m. on any working day, except two weeks prior to Christmas, and Saturdays, when the hours will be 7:00 a. m. and 10:00 p. m. "Working days" are those in a calendar year other than those listed in Section Ten (10). Parties of the first part will not sell, work, help out, or be in place of employment after these hours. Party of the second part agrees not to allow party of the first part to work, be in, help out, or otherwise discriminate against Section Eight (8) of this contract. No one working on permit cards will be permitted to work longer than Ten (10) hours in any one day. No clerk will wait on any customers entering the store after 6:00 p. m. One (1) week of the two (2) prior to Christmas weeks may be used for inventory purposes only, at the manager's option. A clerk may not accumulate hours and take time-off following week. "Time-off" must be taken as soon as maximum hours are worked regardless of day. Clerks will be paid for all time spent in store.

Section 9. Party of the second part agrees to allow all employees not less than one hour nor more than one and one-half hours for each regular meal period.

Section 10. Party of the second part shall grant the following holidays without reduction in wages or making up time: Armistice Day, Thanksgiving Day, Christmas Day, New Year's Day, Decoration Day, July 4th, Labor Day and Sunday, and in case store closes through proclamation by any means or request of City, State or Federal Government, employees will not suffer any reduction in wages or make up time, and in case any of the above named holidays should fall on Sunday, it shall be observed on the following day, Monday. Union clerks working one-half (1/2) time are entitled to 1/2 days' pay or as many hours they are in habit of working on that day. All stores shall remain closed all day Labor Day.

Section 11. Party of the second part agrees to pay both male and female clerks each week in lawful United States currency, by or before twelve o'clock noon Saturdays. Hours worked after twelve o'clock noon to be paid the following week by or before noon the following Saturday. A. Party of the second part agrees to pay both male and female clerks not less than Sixteen Dollars and Ten Cents (\$16.10) per week. B. Party of second part agrees to increase the pay of all clerks now receiving Fourteen Dollars (\$14.00), up to and including Nineteen Dollars and Ninety-nine Cents (\$19.99) Fifteen (15) Per Cent. C. Party of second part agrees to increase the pay to all clerks now receiving Twenty Dollars (\$20.00) up to and including Twenty-four Dollars and Ninety-nine Cents (\$24.99), Ten (10) Per Cent. D. Party of the second part agrees to increase the pay of all clerks now receiving Twenty-five Dollars (\$25.00) and over, Five (5) Per Cent. E. Permit persons shall receive Thirty-two Cents (32c) per hour of not more than ten (10) hours per day nor more than forty-eight (48) hours per week. No clerk shall be called for less than one-half (1/2) day's work. Four (4) consecutive hours shall constitute one-half (1/2) day's work.

Section 12. It is hereby mutually agreed and understood that party of the first part shall not suffer any reduction of wages during the life of this agreement. Wages to be based on wages received as of May 1st, 1937.

Section 13. The party of the second part agrees to grant one (1) consecutive week's vacation with full pay to employees having worked one (1) year. Regular one-half (1/2) time employees shall receive three (3) consecutive working days' vacation with full pay. All employees, who by company rules are entitled to more than what this contract stipulates, shall not have same taken away from them, or any past privileges taken away.

Section 14. 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.

Section 15. R. C. I. P. A., Local 575, of Centralia, Central City and Wamac, have jurisdiction over all employees, both male and female, who prepare for sale, sell or account for monies concurred from a retail sale. Example: stock clerks, sales clerks, cashiers, taking stock or inventory, assembling and window trimming.

Section 16. It is hereby understood and mutually agreed that no member of the R. C. I. P. A. will be laid off and another person employed in their place.

Section 17. Party of the second part further agrees that in the event of slack business conditions or dull seasons, 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 new ones and the last clerk employed shall be the first laid off, and at no time shall a clerk employed be laid off and a new one employed to take his or her place, and under no circumstances shall a union clerk be laid off and another person be retained or employed.

It is also further agreed by both parties to this agreement that in the event any employee shall 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, then an investigation shall be made at once in the following manner:

A jury of three members of the retail clerks' organization and three retail merchants of Centralia, and in the event of the above named jury fails to agree, then the International Officers of R. C. I. P. A., Local 575, shall be called in. The decision of this body of two committees and International representatives shall be final and binding. If it is proven 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 Seventeen (17) only.

Section 18. The party of the first part agrees to furnish to the party of the second part, in duplicate, forms to be used in such places of business as a working rule, a copy of this agreement, and the same shall be posted where it will be accessible to all parties concerned.

Section 19. This agreement shall remain in force until May 1, 1938. Should either party desire to alter, amend or annul this agreement, they shall give notice thirty days before expiration. Should neither party do so, it shall renew itself for another year.

Section 20. There shall be no other contract between any individual or group of merchants and Local Union 575 of Centralia, Illinois.

BY LOCAL UNION 575, R. C. I. P. A.

MERCHANTS, CENTRALIA, ILLINOIS

\_\_\_\_\_  
President.

\_\_\_\_\_  
Sec'y and Treas.

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

June 7, 1937.

Mr. Dwight E. West, Secretary  
Retail Clerks' International  
Protective Association #575  
415 W. Broadway  
Centralia, Illinois

Dear Sir:

We have in our files a copy of your agreement with employers which expired May 1, 1937.

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. Please write me if we can be of service to you at any time.

Very truly yours,

*Isador Lubin*

Isador Lubin

Commissioner of Labor Statistics

Enc.

Is an agreement now in force? Yes.

Name of company or employers' association signing the agreement

Approx. 150 same as previous year which  
if more than one employer, please list on reverse side)  
you have on file.

Union members working under terms of agreement 300

Nonunion members working under terms of agreement none

Date renewed May 4, 1937 Date of expiration May 1<sup>st</sup> 1938

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

Dwight E. West  
(Name of person furnishing information)

R. R. Co. Centralia, Ill.  
(Address)