

RETAIL CLERK'S
LOCAL #883.

AGREEMENT.

Duplicate
Uniontown Pa
all 38-12-8

[Handwritten signature]



AGREEMENT

This agreement dated _____, 1938, between _____, hereinafter called the Employer, and Local Union No. 883, _____ of the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, by its agents, on behalf of the members of Local Union #883, hereinafter referred to as the Union, employed by the _____

2 WHEREAS: The parties desire to stabilize employment and do away with strikes, boycotts, lockouts and the stoppage of work, NOW, THEREFORE, the Employer and the Union, acting by their duly authorized agents, agree as contained herein.

- ARTICLE 1. (a) The Employer agrees that no employee now employed shall be discriminated against because of their activities for or in behalf of the Union.
- (b) It is further agreed that any employee now employed shall be a member of said Union within thirty (30) days or the signing of this agreement. Thereafter any regular part time employee or full time employee shall be a member after thirty (30) days.

- ARTICLE 2. (a) The Employer retains the right to discharge any employee for the violation of any reasonable rules or regulations made by the Employer, or for inefficiency or incompetency in work in which an employee is classified. It is understood that the Employer will give his reasons for such discharge to the Committee of the Union.
- (b) Should it be found, upon investigation, that an employee has been unjustly discharged or laid off, such employee or employees shall be immediately reinstated to their former positions, without loss of rank, and shall be compensated for all the time lost at the regular rate of wages. Seniority shall prevail at all times.

- ARTICLE 3. (a) There shall be established an eight (8) hour day and a forty-eight (48) hour work week. Time and one-half shall be paid for all overtime in excess of eight (8) hours in any one day or for all overtime in excess of forty-eight (48) hours in one week.
- (b) The Employer shall arrange the working hours consecutively, except one hour shall be given for each meal.

GARAYAN BOND

(c) It is understood and agreed by both parties hereto, that it is not the intent of these article of agreement to in any way conflict with the State Laws governing the number of working hours per week, expecially where it affects female labor, and if said hours designated by State Laws differ from this agreement, then said Employer must be governed by the State Laws.

ARTICLE 4. All employees now working full time shall get a two dollar (\$2.00) increase in wages per week. The minimum for apprentices to be twelve dollars (\$12.00) per week. Extra help to be paid at the rate of thirty cents (30¢) per hour. It is understood, however, that no employee, working at the time this agreement is signed, shall suffer any reduction in his or her present wages because of this agreement.

ARTICLE 5. The following hmidays shall be observed: New Year's Day, July 4th, Labor Day, Thanksgiving and Christmas. There shall be no reduction in pay for these holidays. When a holiday fall on Sunday, the following day, Monday shall be observed.

ARTICLE 6. Each employee, who is amember of the Union, and who prior to _____, 1938, was continuously employed by said employer one (1) year shall receive one (1) week's vacation with pay.

ARTICLE 7. Should differences arise between the Employer and the Union or its members employed by the Employer as to the meaning and application of the provisions of this agreement, or should any local trouble of any kind arise, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

FIRST: between the aggrieved employee, who is a member of the Union, and the management involved.

SECOND: between a member or members of the Grievance Committee, designated by the Union, and the Management.

THIRD: between the representative of the National organization of the Union and the representatives of the Executives or the Employer.

Fourth: In event the disputes shall not have been satisfactorily settled the matter shall then be appealed to an impartial umpire to be appointed by mutal agreement of the parties hereto. The decision of the umpire shall be final.

ARTICLE 8. The Union shall loan without cost to the Employer, one Union Store Card No. _____ and the employer shall be responsible to the amount of not more than one dollar (\$1.00) f

for said card in case it is damaged or lost. This card shall remain the property of said Union and must be surrendered by the Employer upon violation of any provisions of this agreement.

ARTICLE 9.

The Employer will retain in his employ only members, or those eligible, who will become members after thirty (30) days' service, of Local No. _____, RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION.

ARTICLE 10.

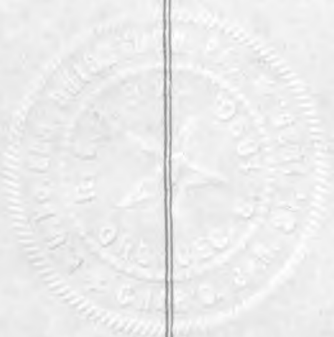
The Union agrees to notify all Local Unions of the various crafts and industries, by representatives, letter, or advertising of the Employer signing this agreement.

ARTICLE 11.

This agreement is to expire on the 1st day of Oct 1938. In case either party wishes to extend or terminate the contract it must be done, in writing, within thirty (30) days of the expiration date. It is also agreed that if either party wishes to terminate this agreement before the expiration date, a thirty (30) day notice, in writing, must be given.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:



38-12-8

SECOND REQUEST

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

May 9, 1938

Mr. August Goodish, Act. Secy.
Retail Clerks' Int'l Union #883
9 Willow Street
Uniontown, Pennsylvania

My dear Mr. Goodish:

We have in our files a copy of your agreement with employers which expired December 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. 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

(If more than one employer, please list on reverse side)

Number of companies covered by agreement

other side
Twenty-Three

Number of union members working under terms of agreement

80

Number of non-members working under terms of agreement

12 1 Day Week

Branch of trade covered

Food, Clothing, Shoes 5104 Stue

Date renewed

Sept. 1 - 1937

Date of expiration

Sept. 1 - 1938

Please check here if you wish the agreement returned

yes

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.

M. Kaufman. Food Store
 Fayette Market " "
 Acme (American Stores) " " (Chain)
 Steamline " "
 Kroger " "
 Wise Clothing Store
 Turner " "
 J. Leys " "
 Bud's Clothing Co. 2 STORES
 Bud's " "
 H. Levy's " "
 Capuzzi's " "
 Patti's " "
 Mc. Kenna. Shoes. Market.
 H. Fish Shoe Store.
 Genvia Supply (Company mine store)
 New Corner Supply " "
 Lassone's Food Store
 Hoffman Food Store
 Central Pharmacy
 Chocolate Shopp
 Empire 5-10¢ Store.
 H. M. Newman Food Store
 Solomon Food Store

Average. Food Store Value \$15,000 per month.
 " Clothing Store " 25,000 "
 " Shoe Store " 20,000 "
 " 5-10¢ Store " 12,000 "
 " Dry Store " 14,000 "

Mr. W. Goodrich
 Bu. Rep. P.C. 100A
 1933
 I will now and hereafter

