

②

A G R E E M E N T

R. C. I. P. A.

LOCAL NO. 680.

ZEIGLER, ILLINOIS

This agreement made by and between the Retail Clerks International Protective Association, by its agents Local Union No. 680 of Zeigler, Illinois, party of the first part, and _____

merchants doing business in Zeigler, and within the jurisdiction of Local No. 680, 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:

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

2. 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 dollar (\$1.00) 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 mutual promises of the parties to this contract agrees:

1. All employees over sixteen years of age shall procure a permit card from the Secretary of Local Union No. 680 R.C.I.P. A., within two days after beginning work, provided, however, the employer has procured and considered a list of idle members from the Secretary of Local Union No. 680 R. C. I. P. A., otherwise no employee shall be issued a permit card or considered eligible for membership in the above mentioned Local Union, and such employee or employees shall become members within two weeks of Local Union No. 680 R. C. I. P. A., and remain in good standing as long as employed.

The party of the second part agrees not to retain in their employe after being notified by the Secretary or Business Agent of Local Union No. 680 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 sixteen years of age shall be allowed to work to each five 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 sixteen 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. 680 R. C. I. P. A., for investigation pursuant to employment. Said list of idle members to be kept at all times by the Secretary of Local Union No. 680 R. C. I. P. A.

3. That eight hours shall constitute a days' work, between eight A. M. and six P. M. on all days of the week.

4. That party of the second part agrees to allow all employees not less than one (1) hour for dinner each day.

5. Party of the second part shall grant the following holidays without any reduction in wages: Armistice Day (November 11) New Years Day, Thanksgiving Day, Christmas Day, Decoration Day, Fourth of July, Labor Day and in case stores close through proclamation by means of request, regular employees will not suffer any reduction in wages, and in case any of the above named holidays should come on Sunday, the holiday shall be observed the day following.

6. The party of the second part agrees to close his store at six P. M. on all work days, and the party of the second part also agrees not to sell any goods on Sunday or any of the holidays mentioned above.

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 confectionary in connection with the other stock of goods or merchandise, then she or he is in no way exempt from the meaning of the above section 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 of a place of business containing such merchandise as intended to be kept closed.
8. It is understood that the party of the first part shall care for stock of party of the second part in such manner after six P. M. as to protect it from damage before leaving the store. Providing such time does not require over thirty minutes.
9. The party of the second part agrees to pay all clerks over sixteen years of age the minimum wage of fifteen (\$15.00) dollars per week.
10. It is hereby understood and mutually agreed that party of the first part shall have 10% increase in wages. Wages to be based on wages received February 19th, 1936.
11. The party of the second part agrees to grant one (1) week vacation with full pay to all employees of one year's employment, one week vacation with one-half pay to all clerks of six month's employment.
12. 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 activity in matters affecting the R. C. I. P. A.
13. 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, signs this agreement and lives up to the same closing hours as stores employing union clerks.
14. It is hereby understood and mutually agreed that no member of the R. C. I. P. A. will be layed off and another person employed in his or her place.
15. In case party of the second part shall require any employee to work longer than the hours specified in this agreement it shall be deemed a violation of this agreement.
16. The party of the first part agrees that on the three days before Christmas, December 22, 23 and 24, all stores may remain open until nine o'clock P. M.
17. Party of the second part further agrees that in the event of slack business conditions or 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 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 in their place.
18. Party of the second part agrees to take no orders for delivery that will cause any employee to work longer than hours specified in this agreement.
19. Party of the second part further agrees in the event any employee claims that an injustice has been done him or her, an investigation shall be made within ten days following such a claim in the following manner: A jury consisting of three members of Local No. 680 R. C. I. P. A. and three Merchants of Zeigler, and in the event the above named jury fails to agree, then there may be chosen by the six jurors one disinterested person to assist in rendering a just decision. Such decision shall be final, and if it is proven that the employer has done an injustice, the employer shall at once replace the employee to his or her former position, and pay him or her for all lost time, at the rate of salary as being paid before the injustice was done. This method of procedure shall apply to this clause only.
20. 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 such business as a working ruse, copy of this agreement and the same shall be posted where it will be accessible to all parties concerned.

21. This agreement shall expire March 1 1938 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 notifications must be made in writing by either party to the president of the other organization.

22. The party of the second part agrees to forfeit the sum of twenty-five dollars (\$25.00) for the first violation on his part of any clause of this agreement and fifty dollars (\$50.00) for the second violation on his part or any subsequent violation on his part of this agreement, the same to be paid to Local Union No. 680 R. C. I. P. A., to be used for charitable purposes.

23. Any member of Local Union No. 680 R. C. I. P. A., not having his or her dues paid on the first of the month shall be sent home from his work until such time as the dues are paid. On suggestion of A. B. A.

24. Any extra help shall be required to secure a permit card from Local Union No. 680 R. C. I. P. A. before he or she shall be allowed to begin work.

25. This agreement shall be in force and effect from this

1st Day of March 1937 to March 1, 1938
Zeigler, Illinois.

LOCAL UNION NO. 680 R. C. I. P. A.

ZEIGLER, ILLINOIS

By _____
President.

Party of the second part.

Attested _____
Secretary.

U.S. DEPARTMENT OF LABOR

37-12-19

BUREAU OF LABOR STATISTICS

WASHINGTON

March 19, 1937

Mr. Lawrence A. Harris, Sec'y
Retail Clerks' International
Protective Ass'n #680
210 South Pine Street
Zeigler, Illinois

My dear Mr. Harris:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and should appreciate your cooperation in sending us copies of them together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can be of service to you at any time, please write me.

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 21

Number of union members working under terms of agreement 28

Number of non-members working under terms of agreement 4

Branch of trade covered Selling of Merchandise

Date signed March 1, 1937 Date of expiration March 1, 1938

L. A. Harris
(Name of person furnishing information)

210 S Pine Zeigler, Ill.
(Address)

Kroger Grocery & Baking Co
Woodway Stores Inc.
Zeigler Stone Co
Stollac-Horner Lumber Co
Cash View Grocery
Zeigler Lumber Co
James Gulash Grocery
Balkan Grocery
International Grocery
John Crob
Clover-farm Grocery
Sanitary Bakery
Hall's Variety
Whiteside Electric
B.F. J. Furniture Store
Jones' Food Market
Ralph Kish
John Minties
Hal Santo Grocery
Smith-Hepler Gro. Co.
Crew's Grocery.

