

# AGREEMENT

## R. C. I. P. A. Local No. 488, West Frankfort, Ill.

THIS AGREEMENT, made by and between the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, by its agents, LOCAL NO. 488, of West Frankfort, Illinois, party of the first part, and.....

Merchant doing business in West Frankfort and within the jurisdiction of Local No. 488, 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 (\$1.00) dollar 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 16 years of age shall procure a permit card from the Secretary of Local Union No. 488, 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. 488, R. C. I. P. A., otherwise no employee will 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. 488, 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 employ after being notified by the Secretary or Business Agent of Local Union No. 488, 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 16 years of age shall be allowed to work to each five (5) 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 16 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. 488, 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. 488, R. C. I. P. A. It is further agreed that the party of the first part shall assume jurisdiction over any employee in or about any retail or wholesale establishment.

3. That 48 hours shall constitute a work week to be worked between the hours of 7:30 a. m. and 6 p. m., in grocery and hardware stores clerks may begin work at 7 a. m., and one day per week only clerks may be required to work 9 hours except in grocery stores they may be required to work 10 hours one day per week. Delivery boys in grocery stores are allowed 3 hours extra a week.

4. The 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 (Nov. 11); New Years Day; Thanksgiving Day; Christmas Day; Decoration Day; Fourth of July; Labor Day, and in case stores close through proclamation by any means or request, regular employees will not suffer any reduction in wages, and in case any of the above named holidays should come on Sunday the holidays shall be observed the day following, and any week in which a holiday occurs the basic work week shall consist of not more than 40 hours.

6. The party of the second part agrees to close his store at 6 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 above named.

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 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 section and it is binding as to said closing hours as if there was 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 6 p. m. as to protect it from damage before leaving the store.

9. Party of the second part agrees to pay all female clerks not less than Seventeen Dollars (\$17.00) per week, and all male clerks not less than Twenty Dollars (\$20.00) per week. (a) Party of the second part agrees to increase the pay of all clerks now receiving Fifteen Dollars (\$15.00), up to and including Twenty-four Dollars and Ninety-nine Cents (\$24.99), Fifteen (15) Percent. (b) Party of the second part agrees to increase the pay of all clerks now receiving Twenty-five Dollars (\$25.00), up to and including Twenty-nine Dollars and Ninety-nine Cents (\$29.99), Ten (10) Percent. (c) Party of the second part agrees to increase the pay of all clerks now receiving Thirty Dollars (\$30.00) and over, Five (5) Percent. (d) Permit persons shall receive Thirty-five Cents (35) per hour of not more than eight (8) hours per day of 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 days' work.

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

11. Party of the second part agrees to grant one (1) week's vacation with full pay to all employees of one years' employment, and one-half (1/2) week vacation with pay to all clerks of six months' 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 activities 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 card of the R. C. I. P. A., providing he recognizes and 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 laid off and another person employed in their 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. 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.

17. Party of the second part agrees to close his store at 5 p. m. during the month of July, with the exception of Saturday when the store will remain open until 6 p. m. as agreed in section six (6).

18. Party of the second part agrees to post a seniority list of all clerks showing their daily working hours and meal periods.

19. 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 within ten (10) days following such claim in the following manner: A jury of three members of the Retail Clerks' organization and three Retail Merchants of West Frankfort, 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 employee has been done an injustice, the employer shall at once replace the employee to his or her former position, and pay him or her for all time lost, 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 place of business as a working rule, copy of this agreement and the same shall be posted where it will be accessible to all parties concerned.

21. This agreement shall expire October 1, 1939, but parties to this agreement may work under the terms and conditions of this agreement for a period of thirty (30) days thereafter pending signing up an agreement for ensuing year. Thirty (30) 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 (12) months. Such notification must be made in writing by either party to the President of the other organization.

22. Party of the second part agrees to forfeit the sum of \$25.00 for each violation on his part of this agreement, the same to be paid to Local Union No. 488, R. C. I. P. A., to be used for charitable purposes.

23. This agreement shall be in force and effect from this 1st day of October, A. D. 1937, at West Frankfort, Illinois.

LOCAL UNION NO. 488, R. C. I. P. A., West Frankfort, Illinois.

By ..... Pres. .... Party of the Second Part.

Attested: ..... Sec'y. ....

SECOND REQUEST  
U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

37-12-108  
Clerks 488  
West Frankfort, Ill.  
10-1-39

Feb. 14, 1938

Miss Grace Koenig, Sec'y  
Retail Clerk's Int. Protective Ass'n #488  
607 E. Oak St.  
West Frankfort, Ill.

My dear Miss Koenig:

We have in our files a copy of your agreement with the West Frankfort Business Men's Ass'n and other employers which expired October 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

Merchants Association

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

Number of companies covered by agreement 75

Number of union members working under terms of agreement 133

Number of non-members working under terms of agreement 35

Branch of trade covered Clerking

Date renewed Oct-1-1937 Date of expiration Oct-1-1939

Please check here if you wish the agreement returned \_\_\_\_\_

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.