

The Retail Clerks International Protective Association

Local No. 746; Jasper, Alabama

AGREEMENT

The agreement, made by and between the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, by its agent, LOCAL NO. 746, of JASPER, ALABAMA, PARTY OF THE FIRST PART, and _____ merchant doing business in Jasper, Alabama, or within the jurisdiction of Local No. 746, R. C. I. P. A., PARTY OF THE SECOND PART.

The Party of the First Part, in consideration of the mutual promises of the parties to this agreement, agrees:

1. That it will exercise its influence to advance the interest of the party of the second part in their business 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 of the provisions of this agreement, upon demand of the party of the first part through its Secretary or Business Agent.

3. That it will fine and dismiss from the Local, any of its members, who willfully violates or aids in the violation of any of the provisions of this agreement.

4. Employees must give employers one week's notice before terminating their services. Failure of the employee to comply with this clause will be deemed sufficient grounds for fine or suspension from the Local.

5. It is agreed by the party of the first part, that there will be no strikes or boycott during the life of this contract, unless the party of the second part fails to comply with the decision of the committee as provided for elsewhere in this contract.

The Party of the Second Part, in consideration of the mutual promises of the parties to this agreement, agrees:

WORKING PROVISIONS

1. That LOCAL NO. 746, R. C. I. P. A., shall be recognized as the sole bargaining agency for all employees who are employed in or about the establishments who display the Union Store Card.

2. That all employees shall be members of this Local Union or become one within thirty days from the time of employment and remain in good standing as long as employed.

3. It is hereby agreed that party of the second part shall procure and consider a list of idle members of Local Union No. 746, R. C. I. P. A., for investigation pursuant to employment. Said list to be kept at all times by the Secretary of Local No. 746, R. C. I. P. A., and all new employees must secure working permit from said Local No. 746 before going to work.

4. That no employment shall be given any person who has not reached the age of 16 years.

5. All employees who have had six months continuous employment, with a firm prior to June 1st, 1937, shall receive ¹⁹⁴⁰ / ^{SIX DAY} weeks vacation with a half week's pay. Employees who have had one year's continuous employment, with a firm, prior to June 1st, 1938, shall receive a ¹⁹⁴⁰ / ^{SIX DAY} full week's vacation with a full week's pay.

6. No Assistant Manager who has authority to hire and discharge other employees shall be paid less than \$22.50 per week.

7. School boys will be allowed to work only on Saturdays. Should they be afforded any other employment, other than Saturdays, they shall become members of this Local as part or full time employees; this to comply with the By-Laws of Local No. 746, R. C. I. P. A. The rate of pay for School boys, for Saturday employment only, shall be \$2.00 for a 10-hour work day.

8. Employers must give employees one week's notice before terminating their services, or as an alternative, one week's pay.

9. It is understood and agreed by both parties to this contract, that no member of R. C. I. P. A. shall be discriminated against or denied employment because of his or her activities in matters pertaining to the R. C. I. P. A.

10. Any store selling soft drinks and ice cream in connection with other lines of merchandise, will not be construed a confectionary, and must observe the opening and closing hours as other stores in the same line of business.

11. Party of the second part shall grant the following holidays without any reduction in wages: Thanksgiving Day, Christmas Day, Fourth of July and Labor Day. In case stores should close through proclamation or special request, employees will not be required to work or suffer any reduction in wages as a result of same. Should any of the above mentioned Holidays fall on Saturday or Sunday, the following Monday shall be observed with a full day's observance; Cafes, Drug Stores, Creameries and Bakeries excepted.

12. Employees who were being paid at the rate of \$14.00, or more, per week, as of July 1st, 1937, shall receive a 10% increase in salary, effective upon the dates of the signing of this contract. In the event the employee has had the equivalent of this increase, during the 12 month period, preceding July 1st, 1937, employers will not be obligated to grant any increases to employees who fall under this classification.

13. Clause 12 shall not be construed as applying to anyone who receives the sum of \$22.50 or more per week for their services.

14. It is further agreed that when any construction or general repair work is done in any store or building by the party of the second part, that only Union Labor shall do the work.

15. No employee shall suffer a reduction in salary during the life of this contract.

16. It is further agreed by the Party of the Second Part, that they will be further governed by the working rules, regulating opening and closing hours, rate of pay and other working conditions suitable to the classification of the different business establishments as separately set forth in this contract.

17. Any disagreement that cannot be settled between the employer and the employee, shall be referred to a committee of three to be selected, one by employer, one by the Union and the third by the two committee members already appointed, in matters of controversy, the decision of the third member shall be final.

GROCERY STORES, MEAT MARKETS AND HARDWARE STORES

1. Grocery Stores and Meat Markets and Hardware Stores, shall open for business at 7 a. m. and close at 6 p. m., with the exception of Saturday, at which time they will open at 7 a. m. and close at 8 p. m.

2. The basic work week for employees of above mentioned stores shall be 62 hours per week with payment of overtime at the rate of time and one half for all hours worked by the employee in excess of 62 hours.

3. Employees who have had less than 6 months experience, shall be paid at the rate of not less than \$13.25 per week of 62 hours.

4. Employees who have had six months experience, or over, shall be paid at the rate of not less than \$15.50 per week of 62 hours.

DRUG STORES

1. Drug Stores shall open for business at 7 a. m., and close at 10 p. m., with the exception of Sunday, at which time they will open at 8 a. m., and close at 11 a. m., reopening at 2 p. m. and closing at 6 p. m.

2. Employees of Drug Stores shall be employed 64 hours per week with payment of overtime at the rate of time and one half for all hours worked by the employee in excess of 64 hours.

3. Employees who have had less than 6 months experience, shall be paid at the rate of not less than \$12.00 per week of 64 hours.

4. Employees who have had six months experience, or over, shall be paid at the rate of not less than \$14.00 per week of 64 hours.

VARIETY STORES

1. Variety Stores shall open for business at 8 a. m., and close at 6 p. m., with the exception of Saturday. Saturday's opening shall be at 8 a. m., and closing at 9 p. m.

2. The basic work week for employees of variety stores shall be 48 hours, with payment of time and one half for all hours worked by the employee in excess of 48 hours in any one week.

3. Employees who have had less than six month's experience, shall be paid at the rate of not less than \$9.50 per week of 48 hours.

4. Employees who have had six month's experience or over, shall be paid at the rate of not less than \$11.50 per week of 48 hours.

5. All time worked by the Employees in excess of 48 hours shall be paid as follows: From 48 to 56 hours straight time; time in excess of 56 hours at the rate of time and one half.

6. Extra Employees will be allowed to work on Saturday only and shall be paid at the rate of not less than \$1.60 per day.

DRY GOODS STORES, SHOE STORES, JEWELRY STORES

1. Shall open for business at 8 a. m., and close at 6 p. m., with the exception of Saturday, at which time they will open at 8 a. m. and close at 9 p. m.
2. Employees of these Stores shall be employed on 56 hour work week basis, with time and one half for all overtime.
3. Employees who have had less than six months experience shall be paid at the rate of not less than \$12.00 per week of 56 hours.
4. Employees who have had six months experience, or over, shall be paid at the rate of not less than \$14.00 per week of 56 hours.

ELECTRICAL APPLIANCES, DRY CLEANERS, CREAMERIES, FLORAL SHOPPES

1. Shall open for business at 8 a. m. and close at 6 p. m., with the exception of Saturday at which time they will open at 8 a. m. and close at 9 p. m.
2. Employees of these Stores shall be employed on 56 hour work week basis, with time and one half for all overtime.
3. Employees who have had less than six months experience shall be paid at the rate of not less than \$12.00 per week of 56 hours.
4. Employees who have had six months experience, or over, shall be paid at the rate of not less than \$14.00 per week of 56 hours.

CAFES AND BAKERIES

1. Cafes and Bakeries may open and close as they see fit, but no employee will be forced to work more than 60 hours in any one week, against their wishes.
2. The basic work week for cafe and bakery employees shall be 60 hours, with payment of overtime at the rate of time and one half for all hours worked by the employee in excess of 60 hours.
3. Employees of cafes and bakeries who have had less than six months' experience, shall be paid at the rate of not less than \$12.00 per week of 60 hours.
4. Employees of cafes and bakeries who have had six months experience or over, shall be paid at the rate of not less than \$14.00 per week of 60 hours.

FURNITURE STORES. (Outside Salesmen.)

1. All Outside Salesmen shall be employed under one of three plans; either on a straight salary basis, a guaranteed salary and commission or a straight commission.
2. The three plans shall be applicable to all furniture firms who display the Union Store Card, under the jurisdiction of Local 746, of the Retail Clerks International Protective Association, Jasper, Ala.
3. STRAIGHT SALARY PLAN. The straight salary plan, for outside salesmen, shall consist of a guaranteed salary, of not less than \$95.00 per month.
4. SALARY AND COMMISSION PLAN. Outside Salesmen, who are employed under the salary and commission plan, who have had less than six months experience shall be paid at the rate of \$12.50 per week plus a commission of 2% on Sales and 4% on Collections, where either exceeds \$500.00 in volume. Where Salesmen have had six months experience, or over, they shall receive a guaranteed salary of not less than \$70.00 per month, plus a commission of 2% on sales and 4% on collections, where either exceeds \$500.00 in volume.
5. STRAIGHT COMMISSION PLAN. The Straight Commission Plan, for Salesmen who do not furnish their transportation shall be paid 6% on Sales and 5% on Collections. Where Salesmen furnishes his own transportation he shall receive 10% on Sales and 5% on Collections. Salesmen working under this plan will not be obligated to make any rebates after 25% of the total sales has been paid.
6. All Sales People working under the above plan shall be full time employees. No part time Salesmen allowed on the above plan.
7. Transportation shall be furnished by the Company under the Straight Salary Plan and the Salary and Commission Plan, but shall be optional with the employer and employee under the Straight Commission Plan.

CITY SALESMEN

1. Where firms employ salesmen to work territory strictly confined to the city limits, they shall be paid at the rate of not less than \$95.00 per month.

INSIDE EMPLOYEES

1. Furniture Stores shall open at 8:00 a. m., and close at 6:00 p. m., with the exception of Saturday, at which time the opening shall be at 8:00 a. m. and closing at 8:00 p. m.
2. The basic work week for persons classed as inside employees shall consist of 56 hours.
3. TRUCK DRIVERS. Where truck drivers have had less than six months experience, their rate of pay shall be not less than \$12.00 per week. Employees of this classification who have had six months experience or over, shall be paid at the rate of not less than \$15.00 per week.
4. REPAIRMEN. Employees who are employed as repairmen, and who have had less than six months experience at their trade, shall be paid at the rate of not less than \$15.00 per week. Where the employee has had six months experience or more at his trade, the rate of pay shall be not less than \$17.50 per week.
5. STOCKMEN. Employees who fall under this classification, who have had less than six months experience, shall be paid at the rate of not less than \$15.00 per week. Where the employee has had six months experience or more, the rate of pay shall be not less than \$17.50 per week.
6. STRAIGHT FLOOR SALESMEN. Employees who are employed as straight floor salesmen, shall be paid at the rate of not less than \$95.00 per month.

This agreement shall expire 1941 1938, but parties to this agreement may work under terms and conditions of this agreement for a period of thirty days thereafter, pending the signing of an agreement for the ensuing year. Thirty days prior to the expiration of this agreement either party may notify the other party that they desire to enter into negotiations for a change. Should no such notification for a change be given, this agreement shall continue in force for an additional twelve months. Such notifications to be made in writing by either party to the President of the organization involved.

This agreement shall be in force and effect from this day of, at

Alabama, Local No. 746, R. C. I. P. A. of, Alabama.

By *Ruston Cooper*, President

.....
Party of the Second Part

....., Secretary

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Attested

R 14-41-50

Confidential

Retail Clerks #746

Jasper, Ala.

X-10-1-41

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

May 16, 1941

Mr. R. L. McKissack, Sec'y
Retail Clerks Int'l Protective Ass'n, #746
1704 5th Ave.
Jasper, Alabama

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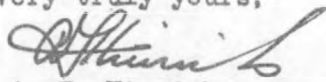
Dear Sir:

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, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

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

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,



A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement _____
over
 (If more than one employer, please list on reverse side)

Number of companies covered by agreement 33

Number of union members working under terms of agreement 103

Number of nonmembers working under terms of agreement none

Branch of trade covered Retail Salespeople

Date signed Oct 1, 1940 Date of Expiration Oct 1, 1941

Do you wish the agreement returned? Yes ___ No Kept confidential? Yes No ___

R. L. McKissack (Name of person furnishing information) 1704- 5th Ave. Jasper, Ala. (Address)

- 1 Palmer - Me butcher turn out me co
- 2 F. W. Woolworth Five + Ten Cent Store
- 3 V. J. Edmore Five + Ten Cent Store
- 4 Williams Hardware Co.
- 5 Cranford Hardware Co. - 30. Cent Price Store
- 6 Southern Hardware Co. - 31. Lehman Furniture Co
- 7 Walker Hardware Co. - 32. Smith Grocery
- 8 Lantier's Drug Co. - 33. Cash Grain Co
- 9 Peoples Drug Co
- 10 Vance Drug Co
- 11 Harris Drug Co
- 12 W. & P. Tea Co
- 13 Bingle + Roberts Grocery
- 14 Hill Grocery Co
- 15 E. K. Barnes Cash Grocery
- 16 Schley O'Keefe Grocery
- 17 O. V. Smith Grocery
- 18 Bagwell Grocery
- 19 Alakama Novelty House
- 20 Weinstein's
- 21 Shirley - Ann Shop
- 22 J. M. Hayes + Co
- 23 Green's Dept Store
- 24 Copland's Dry Goods Co
- 25 H. C. Cooner
- 26 Garden Mercantile Co
- 27 Ben's Bargain Store
- 28 Waddy + Co
- 29 Sokole Furniture Co

