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Retail and Education Collective Bargaining  
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Collective Bargaining Agreements

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1-1-1938

**Alta Corporation, Arrow Furniture, Bell-Crown Furniture, and others  
and Retail Clerks International Protective Association, Local 460,  
1099, AFL (1938)**

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## Alta Corporation, Arrow Furniture, Bell-Crown Furniture, and others and Retail Clerks International Protective Association, Local 460, 1099, AFL (1938)

### Location

Cincinnati, OH

### Effective Date

1-1-1938

### Expiration Date

11-1-1939

### Employer

Alta Corporation; Arrow Furniture; Bell-Crown Furniture; Bundman Furniture Company; Burton Furniture Company; Davis Furniture Company; King Furniture Company; Kay Furniture Company; Kleeman Furniture Company; Karp Furniture Company; Leugers Furniture Company; May. Stern Furniture Company; Leader Outfitters Furniture Company; Levine Furniture Company; Leo S. Mode Furniture Company; Meyer Furniture Company; Morris Furniture Company; Levinson, Ben Furniture Company; National Furniture Company; New Era Sales Furniture Company; Rosin Furniture Company; Schumann Furniture Company; Sherman Furniture Company; Smith Furniture Company; Solway Furniture Company; Tennebaum, Jake Furniture Company; Tennebaum S. Furniture Company; Tennebaum Brothers Furniture Company; Ward Furniture Company; Wartick Furniture Company; Bullerdick, F. Furniture Company; Brighton Furniture Company; Newton Gr. Rapids Furniture Company

### Union

Retail Clerks International Protective Association

### Union Local

460, 1099

### NAICS

44

### Sector

Private

### Item ID

6178-009b131f003\_04

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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AGREEMENT  
Covering Warehouse Employees

1 This agreement made and entered into this        day of 1938, between the Retail Clerks International Protective Association through its agency, the Retail Store Employees' Union, Local 1099 affiliated with the American Federation of Labor, hereinafter referred to as the "Union," and hereinafter referred to as the "Employer," witnesseth:-

2 For the purposes of diminishing the causes of labor disputes between the parties hereto, and in consideration of their mutual promises, the Union agrees to promote the business of the Employer, said Employer agrees as follows:

ARTICLE I

(a) The Employer agrees to recognize representatives of the Retail Store Employees' Union, known as Local #1099, as the sole bargaining agency in the matter of wages, hours, and working conditions for all its employees in warehouses.

(b) The Employer agrees that those of its employees who are not members of the Union, shall become members of the Union on the acceptance and signing of this agreement, said employees to remain members of the Union for the life of this agreement.

(c) All new employees not members of said Union, who are hired after the signing of this agreement will be given a temporary permit card, good for two weeks, from the Union.

At the expiration of the temporary permit card, said new employee must file application for membership in the Union.

ARTICLE II

(a) The warehouse employees (not including the Salespersons or general office and clerical workers) shall be divided into the following classifications: Shipping and Receiving Clerks, Cabinet Makers, Upfitters, 1st class finishers, 2nd class finishers, Stove Mounters, General Utility Men, Common Laborers, Porters, and Scrub-women.

(b) The minimum rate of pay shall be as follows: Shipping and Receiving Clerks \$25.00 per week, Cabinet Makers \$25.00 per week, Upfitters \$22.00 per week, 1st class finishers \$24.00 per week, 2nd class finishers \$22.00 per week, Stove Mounters \$24.00 per week, Common Laborers \$19.00 per week, Porters \$18.00 per week, General Utility Men \$22.00 per week, Dusting and Scrubwomen \$14.00 per week. The Employer further agrees to recognize and adopt the above mentioned classification and wage scale for all his employees to become effective immediately upon the signing of this agreement.

(c) The Employer agrees to make no charges or fines for breakage, or unavoidable damages, or mistakes caused by any of its employees while in the performance of their duties.

(d) The Employer agrees that the maximum working hours shall be as follows: Eight (8) hours per day or forty-eight (48) hours per week. One (1) hour shall be given all employees for lunch each day. The Employer further agrees that all work in excess of eight hours per day shall constitute overtime and shall be paid for at the rate

of time and one-half ( $1\frac{1}{2}$ ) to all its employees.

(e) The Employer agrees that any work performed by any of its employees on Sunday or legal holidays shall be paid for at double the rate of pay.

(f) The Employer agrees to pay all employees, who in the regular performance of their duties require the use of their own automobile the following rate of pay - Six cents (06¢) per mile plus bridge tolls and telephone calls. This sum shall be in addition to the regular rate of pay as stipulated in this agreement.

### ARTICLE III

(a) Vacations: It is further agreed that the Employer shall give each employee a vacation of at least one week's duration of seven (7) consecutive days and said employee shall receive at least one week's pay in full. The said employee shall have been in the employ of the Employer not less than one (1) year. The Employer shall specify at what time said employee shall receive his vacation.

(b) No Employer shall make a deduction of any kind in salary for a legal holiday. The legal holidays to be observed are New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

### ARTICLE IV

(a) To prevent the possibilities of strikes, grievances complained of by employees shall be formally submitted to the Employer by the Union, then discussed by the accredited representatives of both the Employer and the Union and if they fail to reach an agreement, then the grievances shall be immediately submitted to arbitration by a board of arbitrators composed of three men, one of whom shall be named by the Employer, one by the Union, both to be named within three (3) days from the failure of the first named representatives to agree, and the third shall be named by these two, and the two arbitrators selected by the respective parties shall select the third arbitrator within a period of three (3) days. Expenses of arbitration to be borne equally by the Union and the Employer. The decision shall be final and binding upon both parties.

(b) The Union further agrees that there shall be no sympathy strikes or strikes of any nature, lockouts, or picketing during the life of this agreement provided that the Employer has not caused a breach of contract by failure on his part of any of the articles agreed upon in this contract.

### ARTICLE V

(a) The aforesaid agreement in its entirety shall apply to all employees of any nature whatsoever other than Salespersons or General Office and Clerical workers.

(b) Any salary now paid to any warehouse employee of any nature whatsoever, thirty days prior to the signing of this agreement, that is in excess of the minimum rate of pay agreed upon in this contract, is to remain permanent with no reductions of any kind.

ARTICLE VI

This agreement shall become effective on the \_\_\_\_\_ day of 1938, and shall remain in force and effect to and including the day of \_\_\_\_\_, 1938. Should either party desire to alter, amend, or suspend this agreement at the termination thereof, it shall give a written notice to the other party at least thirty (30) days before the expiration of this agreement, and should the parties fail to give notice within the time above specified, this agreement shall automatically remain in force for an additional year.

IN WITNESS WHEREOF, the parties have hereunto set their corporate seals this \_\_\_\_\_ day of \_\_\_\_\_, 1938.

This agreement covers store or stores owned and operated by

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 1938, by the duly authorized representatives of the parties hereto.

Witnesseth:

The Employer

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Approved

Retail Store Employees'  
Local 1099 Cincinnati,  
Ohio.

\_\_\_\_\_

International Representative

By \_\_\_\_\_

By \_\_\_\_\_

AGREEMENT  
Covering Salespersons

This agreement made and entered into this      day of 1933, between the Retail Clerks International Protective Association through its agency, the Retail Store Employees' Union, Local I099 affiliated with the American Federation of Labor, hereinafter referred to as the "Union," and

hereinafter referred to as the "Employer," witnesseth:-

For the purposes of diminishing the causes of labor disputes between the parties hereto, and in consideration of their mutual promises, the Union agrees to promote the business of the Employer, said Employer agrees as follows:

ARTICLE I

(a) The Employer agrees to recognize representatives of the Retail Store Employees' Union, known as Local #I099, as the sole bargaining agency in the matter of wages, hours, and working conditions for all salespeople who sell furniture (home and office), rugs, carpetings, floor coverings, stoves and appliances of any nature whatsoever retail in Greater Cincinnati, Ohio.

(b) The Employer agrees that those of its salespersons who are not members of the Union, and who are eligible for membership, shall become members of the Union on the acceptance and signing of this agreement, and said salespersons to remain members of the Union for the life of this agreement.

(c) All new employees hired after the signing of this agreement who are not members of said Union shall be required to secure from the Union a temporary permit card, good for three weeks.

At the expiration of the temporary permit card, said new employee must file application for membership in the Union.

ARTICLE II

(a) The Salespersons shall be divided into two classifications to be known as Senior and Junior salespersons. The qualifications of a Senior salesperson shall be as follows: A person having more than five years active selling experience in the sale of furniture (home and office), rugs, carpetings, floor coverings, stoves and appliances of any nature whatsoever.

(b) The qualifications of a Junior salesperson shall include persons of lesser experience than above specified.

ARTICLE III

(a) The minimum wage of all salespersons designated in the Senior classification shall be thirty five (\$35.00) dollars per week, plus one per cent (1%) commission on net sales totaling over four hundred dollars (\$400.00) per week, said commission to be paid semi-monthly on merchandise delivered with no deductions, penalties or reserves to be made or held either from salary or commission, such as for fines, for errors, take-backs, or repossessions.

(b) A Junior salesperson shall receive a minimum wage of twenty five (\$25.00) dollars per week, plus one per cent (1%) commission on net sales totaling over four hundred (\$400.00) dollars per week, payable semi-monthly on merchandise delivered with no deductions, penalties or reserves to be made or withheld from either salary or commission, such as for fines, for errors, take-backs, or repossessions.

(c) Any reserve fund now held against either Junior or Senior salespersons against either sales or commissions due on sales made prior to or consummated at the time of the signing of this agreement, are to be paid in full, and no further reserve or deduction shall be held at any time in the future.

(d) The above applies to salespersons who are engaged in the selling of Retail Furniture (home and office), rugs, carpetings, floor coverings, stoves and appliances of any nature whatsoever in Greater Cincinnati. Any salary or commission now paid to the salespersons above mentioned in excess of the minimum wage and commission designated by Local #1099 is to remain permanent with no reduction.

#### ARTICLE IV

(1) It is hereby agreed that the Employer may employ not more than one Junior salesperson to three or less Seniors, the classification of the same having been stated in Article II. During a 30 day period actually preceding December 25th, known as Christmas Day, the ratio may be suspended.

(a) Definition of a salesperson: He or she sells furniture (home and office), rugs, carpetings, floor coverings, stoves and appliances of any nature. Executives, not including bona fide officers of the corporation, and one bona fide manager, but including all other employees, shall be classified in their various positions and classifications, and not in the sales class, only if they fill their respective positions in their entirety and do no general selling, otherwise they shall be classified as salespersons.

(b) Salespersons shall do no menial labor.

(c) It is further agreed by the Employer that the hours of the Retail Furniture (home and office), rugs, carpetings, floor coverings, stove and appliance stores in Greater Cincinnati, shall be as follows: from 8:30 A.M. to 6:00 P.M., Saturdays 9:00 P.M. excepting from December 14th up to and including December 24th, stores may remain open until 9:00 P.M. One (1) hour shall be given all employees for lunch each day.

(c) It is further agreed that any salesperson may, if he so desires, make a night appointment.

(d) All stores engaged in the sale of Retail Furniture (home and office), rugs, carpetings, floor coverings, stove and appliances which are members either active or non-active, of Local #1099, and which display the Union Store Card on or about their premises, shall not remain open longer than the hours in section "c".

(e) Store owners who employ no salespersons shall be designated as "non-active" members. As such, their dues must be paid between the first and tenth of each month, but they shall not be eligible to attend meetings or engage in any activities of any kind of Local #1099. They shall be permitted to display the Union Store Card on or about their premises.

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(f) It is hereby understood that all Union Store Cards shall be and remain the property of the Local #1099, and said Local shall have the right to enter the premises of the Employer and remove said Union Store Card without interference at any time in the event of a breach of any articles of this agreement after failure of the Employer to comply with the decision of the accredited Board of Arbitration or at the expiration of this agreement.

#### ARTICLE V

(a) Vacations: It is further agreed that the Employer shall give each employee a vacation of at least one (1) week's duration with pay. The time of vacation to be specified by the Employer. The said employee shall have been in the employ of the Employer not less than one (1) year.

(b) Holidays: No Employer shall make a deduction of any kind from salary for legal holidays. The legal holidays to be observed are New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day..

(c) One week's notice or one week's pay must be given in the event of a layoff or dismissal. Salespersons to give one week's notice of intentions to quit unless Employer waives notice. No notice required where employee is dismissed for dishonesty, drunkenness, or moral turpitude.

#### ARTICLE VI

(a) To prevent the possibilities of strikes, grievances complained of by the salespersons shall be formally submitted to the Employer by the Union, then discussed by the accredited representatives of both the Employer and the Union and if they fail to reach an agreement, then the grievances shall be immediately submitted to arbitration by a board of arbitrators composed of three men, one of whom shall be named by the Employer, one by the Union, both of them to be named within three (3) days from the failure of the first named representatives to agree, and the third shall be named by these two, and the two arbitrators selected by the respective parties shall select the third arbitrator within a period of three (3) days. Expenses of arbitration to be borne equally by the Union and the Employer. The decision shall be final and binding upon both parties.

(b) The Union further agrees that there shall be no sympathy strikes or strikes of any nature, lockouts, or picketing during the life of this agreement provided that the Employer has not caused a breach of contract by failure on his part of any of the articles agreed upon in this contract.

#### ARTICLE VII

The aforesaid agreement in its entirety shall apply to salespersons, both Senior and Junior, engaged in the sale of furniture (home and office), rugs, carpetings, floor coverings, stoves and appliances of any nature whatsoever.

#### ARTICLE VIII

The articles agreed upon in the aforesaid agreement shall be subject to any change by mutual consent of both parties, and furthermore to any concessions or changes granted by any of the Furniture (home and office), rugs, carpetings, floor coverings, stove and appliance stores in Greater Cincinnati.



ARTICLE IX

This agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_ 193\_\_\_\_, and shall remain in force and effect to and including the day of \_\_\_\_\_, 193\_\_\_\_. Should either party desire to alter, amend, or suspend this agreement at the termination thereof, it shall give a written notice to the other party at least thirty (30) days before the expiration of this agreement, and should the parties herein mentioned fail to give notice within the time above specified, this agreement shall automatically remain in force for an additional year.

IN WITNESS WHEREOF, the parties have hereunto set their corporate seals this \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_.

This agreement covers store or stores owned and operated by

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 193\_\_\_\_, by the duly authorized representatives of the parties hereto.

Witnesseth:

The Employer.

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Approved

Retail Store Employees'  
Local No. 1099 Cincinnati,  
Ohio.

\_\_\_\_\_

By \_\_\_\_\_

International Representative

By \_\_\_\_\_

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

Retail Clerks 460  
Cincinnati, Ohio.

UNION AGREEMENTS

October 18, 1938

File: *[Handwritten initials]*

Retail Clerks Int'l Protective Ass'n #460  
c/o Central Labor Union  
Rm. 407, 1015 Vine St.  
Cincinnati, Ohio

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 and shall 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 will 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 your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*Isador Lubin*  
Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement *Owen -*

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

Number of companies covered by agreement *34 Furniture - 1 Drug*

Number of union members working under terms of agreement *app. 521*

Number of nonmembers working under terms of agreement *None - we have only closed-shop ag.*

Branch of trade covered *Furniture and drugs*

Date signed *various dates* Date of expiration *various dates*

Please check here if you wish the agreement returned *No.*

*Jos B. Spector of*  
(Name of person furnishing information)

*707 Race St Room 229*  
(Address)

*Retail Clerks Int'l prot. ass'n* U. S. GOVERNMENT PRINTING OFFICE 14-3750 *Cincinnati Ohio*

Furniture Stores

- Alta Corporation
- Arrow Furniture
- Bell-Crown Furniture - 2 stores
- Bundman Furniture Co
- Burton " "
- Davis " "
- King " "
- Kay " 2 stores
- Kaeman " "
- Karp " "
- Lengers " " 3 stores
- May-Stern " "
- Leader Outfitters " " Ward Furniture Co
- Levine " " Wartick " "
- Leo & Mode " " Bullardick, F. " "
- Meyer " " Brighton " "
- Morris " " Newton Gr. Rapids " "
- Reinson, Ben " "
- National " " Drugs.
- New Era Sales " " King Drug Co
- Nunner " " Dow Drug Co
- Rosin " "
- Schumann " "
- Sherman " "
- Smith " "
- Solway " "
- Temmebaum, Jake " "
- " S. " "
- " Bios " "

