

6-15-1937 37-12-11

Hdw. Stores
Elec. Stores
Ready-to-Wear
Men's Furnishing
Variety Stores
Dry Goods
Furniture Stores
and Hand Stores

THIS AGREEMENT made and entered into this _____ day of _____, 1936, by and between the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, through its authorized agents, _____, as President of Local No. 1188, and _____,

as Secretary of Local No. 1188, of the District of Coos Bay, Oregon, as First Party, and _____

of the City of _____, Oregon, as Second Party,

WITNESSETH:

That the said first party, in consideration of the covenants and agreements hereinafter mentioned and mutually agreed upon by all of the parties to be kept, done and performed, does hereby lease, let and grant to second party, for a period of six (6) months from date hereof, Union Store Card No. _____, the property of and issued by first party.

It is agreed that the second party shall retain in its employ only members or those, if eligible, who will become members, within thirty (30) days from the date of their employment, of Local No. 1188, Retail Clerks International Protective Association. It is further agreed and understood that second party shall cause all employees to secure a working permit from the Secretary of first party at the time of their employment.

Second party agrees to pay to employees the following scale of wages:

Salesmen—having at least one year's selling experience, not less than \$22.50 per week.

Apprentice salesmen—first six months, not less than \$15.00 per week; second six months, not less than \$18.00 per week.

Saleswomen—having at least one year's selling experience, not less than \$17.00 per week.

Apprentice saleswomen—first six months, not less than \$13.20 per week; second six months, not less than \$15.00 per week; and thereafter, not less than \$17.00 per week.

It is understood that no employee receiving a higher rate or scale of pay at the time of the signing of this agreement shall suffer any reduction in wages due to the fact that this agreement has been entered into between the parties.

In the event second party employs apprentice clerks, it is agreed that they shall be limited to the following ratio: One to the first two clerks employed, and not more than one to each four thereafter.

It is understood and agreed that 52 hours shall constitute a week's work for male employees. 8½ hours per day shall constitute a day's work for such employees, Monday to Friday, inclusive. In the event second party desires its store, establishment or place of business to remain open on Saturday until 8 o'clock P. M., first party agrees that its members may work 9½ hours on that day, provided they are allowed one hour off for dinner between 5 P. M. and 7 P. M.

8 hours shall constitute a day's work, and 45 hours shall constitute a week's work for female employees receiving the minimum or near minimum weekly wage specified in this agreement. In the event second party pays any of its female employees a weekly wage in an amount at least \$3.00 in excess of the minimum specified herein, then 48 hours shall constitute a week's work for female employees so paid. In the event second party desires its store, establishment or place of business to remain open until 8 P. M. on Saturday, such employees shall be permitted one hour off for dinner between the hours of 5 P. M. and 7 P. M. For the extra hour of labor performed on that day, second party may, at its option, make payment therefor at the rate of time and one-half, or such time may be refunded by deducting one hour from a week work day.

It is agreed that all employees shall be allowed only one hour for lunch.

Second party agrees that its store, establishment or place of business shall remain closed on all Sundays

and the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day; and will cause no employee to perform any labor on any of the above mentioned days.

Any week containing any holiday shall be considered a full week and shortening of week hours due to the holiday shall not cause any reduction in wages.

Second party agrees to maintain the following opening and closing hours: Its store, establishment or place of business shall open at 8:30 o'clock A. M. and close at 6 o'clock P. M., Monday to Friday, inclusive, and on Saturday shall open at 8:30 o'clock A. M. and close at 8 o'clock P. M. During the period known as the Christmas Rush, which shall be considered as one week prior to Christmas Day, second party's store, establishment or place of business may remain open from 8 o'clock A. M. until 8:30 o'clock P. M. It being understood, however, that second party shall observe the provisions hereinbefore agreed upon as to the number of hours constituting a week's work, and any employee working more than the maximum hours as set forth constituting a week's work, shall be entitled to time and one-half for any hours in excess of said maximum.

It is understood that second party may, during periods when it is necessary to compute an inventory, cause its employees to work more than the hours agreed upon heretofore as constituting a day's work; however, within the next six (6) days after the taking of such inventory, the employee shall be entitled to this time off in consecutive hours, or, in lieu thereof, second party may pay the employee time and one-half for such extra time worked.

Any clerk employed for one-half day or less shall receive one-half day's pay therefor, and any work done in excess of one-half day shall be paid for in accordance with the time worked. The wages for part-time employees are to be paid at the rate under which they would qualify according to the terms of this agreement.

If no clerks are employed by second party, said second party shall comply with Section No. 4 of the Retail Clerks International Protective Association's Constitution, and become non-active members of Local No. 1188 of the District of Coos Bay, State of Oregon.

First party agrees to advise all local union organizations of the Coos Bay District, through the Central Labor Council of Coos Bay, of the action of second party in signing this agreement and recognizing union labor.

First party agrees that it will not call a strike in sympathy with any other union unless such strike be sanctioned by the Central Labor Council of Coos Bay District, and will not call a strike of the members of its own organization without the sanction of the Central Labor Council of the Coos Bay District.

It is agreed between the parties hereto that at the expiration of this contract, upon demand of first party, the said card shall be surrendered, or second party may voluntarily surrender the same; otherwise this contract is to be considered to remain in effect until such time as either first or second parties notify the opposite party of intention to cancel the same, whereupon it shall immediately be considered cancelled and the contract terminated.

It is further agreed by all the parties hereto that the interest of each shall be mutually advanced, and that any variation of the foregoing stipulations and agreements shall be sufficient cause for the surrender of the union store card issued by first party.

IN WITNESS WHEREOF, the parties hereto have hereunto and to another instrument of like date and tenor set their hands the day and year first herein written.

RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, Local No. 1188.

By _____ PRESIDENT

By _____ SECRETARY

FIRST PARTY

SECOND PARTY

Grocery Stores.

Expire 6-15-1937

37-12-12

old file

THIS AGREEMENT made and entered into this _____ day of _____, 1936, by and between the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, through its authorized agents, _____, as President of Local No. 1188, and _____, as Secretary of Local No. 1188, of the District of Coos Bay, Oregon, as First Party, and _____ of the City of _____, Oregon, as Second Party,

WITNESSETH:

That the said first party, in consideration of the covenants and agreements hereinafter mentioned and mutually agreed upon by all of the parties to be kept, done and performed, does hereby lease, let and grant to second party, for a period of six (6) months from date hereof, Union Store Card No. _____, the property of and issued by first party.

It is agreed that the second party shall retain in its employ only members or those, if eligible, who will become members, within thirty (30) days from the date of their employment, of Local No. 1188, Retail Clerks International Protective Association. It is further agreed and understood that second party shall cause all employees to secure a working permit from the Secretary of first party at the time of their employment.

Second party agrees to pay to employees the following scale of wages:

Salesmen—having at least one year's selling experience, not less than \$22.50 per week.

Apprentice salesmen—first six months, not less than \$15.00 per week; second six months, not less than \$18.00 per week.

Saleswomen—having at least one year's selling experience, not less than \$17.00 per week.

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It is understood that no employee receiving a higher rate or scale of pay at the time of the signing of this agreement shall suffer any reduction in wages due to the fact that this agreement has been entered into between the parties.

In the event second party employs apprentice clerks, it is agreed that they shall be limited to the following ratio: One to the first two clerks employed, and not more than one to each four thereafter.

It is understood and agreed that 9 hours shall constitute a day's work, and 54 hours shall constitute a week's work for male employees. 8 hours shall constitute a day's work, and 45 hours shall constitute a week's work for female employees receiving the minimum or near minimum weekly wages specified in this agreement. In the event second party pays any of its female employees a weekly wage in an amount at least \$3.00 in excess of the minimum specified herein, then 48 hours shall constitute a week's work for female employees so paid. It is agreed that all employees shall be allowed only one (1) hour for lunch.

Second party agrees that its store, establishment or place of business shall remain closed on all Sundays and the following holidays: New Year's Day, Decoration

Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day; and will cause no employee to perform any labor on any of the above mentioned days.

Any week containing any holiday shall be considered a full week and shortening of week hours due to the holiday shall not cause any reduction in wages.

Second party agrees to maintain the following opening and closing hours: Its store, establishment or place of business shall open at 8 o'clock A. M. and close at 6 o'clock P. M., Monday to Saturday, inclusive.

It is understood that second party may, during periods when it is necessary to compute an inventory, cause its employees to work more than the hours agreed upon heretofore as constituting a day's work; however, within the next six (6) days after the taking of such inventory, the employee shall be entitled to this time off in consecutive hours, or, in lieu thereof, second party may pay the employee time and one-half for such extra time worked.

Any clerk employed for one-half day or less shall receive one-half day's pay therefor, and any work done in excess of one-half day shall be paid for in accordance with the time worked. The wages for part-time employees are to be paid at the rate under which they would qualify according to the terms of this agreement.

If no clerks are employed by second party, said second party shall comply with Section No. 4 of the Retail Clerks International Protective Association's Constitution, and become non-active members of Local No. 1188 of the District of Coos Bay, State of Oregon.

First party agrees to advise all local organizations of the Coos Bay District, through the Central Labor Council of Coos Bay, of the action of second party in signing this agreement and recognizing union labor.

First party agrees that it will not call a strike in sympathy with any other union unless such strike be sanctioned by the Central Labor Council of Coos Bay District, and will not call a strike of the members of its own organization without the sanction of the Central Labor Council of the Coos Bay District.

It is agreed between the parties hereto that at the expiration of this contract, upon demand of first party, the said card shall be surrendered, or second party may voluntarily surrender the same; otherwise this contract is to be considered to remain in effect until such time as either first or second parties notify the opposite party of intention to cancel the same, whereupon it shall immediately be considered cancelled and the contract terminated.

It is further agreed by all the parties hereto that the interest of each shall be mutually advanced, and that any violation of the foregoing stipulations and agreements shall be sufficient cause for the surrender of the union store card issued by first party.

IN WITNESS WHEREOF, the parties hereto have hereunto and to ANOTHER instrument of like date and tenor set their hands the day and year first herein written.

RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, Local No. 1188.

By Frank Dillingham PRESIDENT

By _____ SECRETARY

FIRST PARTY

SECOND PARTY

37-12-11
-12

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

old file

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March 19, 1937

Miss Irene Preuss, Sec'y
Retail Clerks' International
Protective Ass'n #1188
The Hague
Marshfield, Oregon

My dear Miss Preuss:

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 108 stores signed

Number of union members working under terms of agreement 103

Number of non-members working under terms of agreement 8 permits

Branch of trade covered Retail Stores *Dry Goods, Variety Stores, Home Stores, Ready to Wear, Groceries, Furniture*

Date signed 1-31 Date of expiration 6-15-37

Irene Preuss 979 S. 5th St. Marshfield, Ore.

(Name of person furnishing information)

(Address)