

ARTICLES OF AGREEMENT  
between  
RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION  
affiliated with  
AMERICAN FEDERATION OF LABOR  
and

PRODUCE CREDIT ASSN of PORTLAND ORE

THIS AGREEMENT, mutually entered into this 9th day of  
Dec., 1937, by and between PRODUCE CREDIT ASSN  
\_\_\_\_\_ of the City of Portland in the State of Oregon  
as the part y of the first part and the RETAIL CLERKS INTERNATIONAL  
PROTECTIVE ASSOCIATION through their authorized agents V. Curry  
\_\_\_\_\_ as President of Local 1243, the WHOLESale SALESMENS  
ASSOCIATION; and L. Braunstein as Secretary of Local 1243,  
the WHOLESale SALESMENS ASSOCIATION, of the City of Portland in  
the State of Oregon, as part y of the second part.

Witnesseth:

Article 1. Employers shall be entitled to hire or employ any Salesmen. However, such Salesmen shall make application within two weeks after being so employed to become members of Local 1243 the Wholesale Salesmens Association, and if satisfactory to the Employer and found worthy by the Association after thirty days employment he will be admitted to full membership in Local 1243.

Article 2. Employers reserve the right to discharge any person in their employ if incapable or incompetent.

Article 3. No Salesmen shall be discharged or discriminated against for upholding Union Principles, and any Salesmen who works under the instruction of the Union, or who serves on a committee, shall not lose his position or be discriminated against for this reason.

Article 4. Salesmen shall not be required to work Saturdays after 12:30 P.M. or on Sundays, New Years Day, Memorial Day, July Fourth, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day. That no pay be deducted for observance of these Holidays.

Article 5. (a) The definition of Salesmen. The term Salesmen designates anyone who receives orders, by telephone or personal call, or solicits such business by contact with customer in establishment where employed or at customers place of business.

(b) The term Inside Salesmen designates anyone who does as stated in section (2) of Article 5, but confines himself exclusively in establishment where employed.

(c) The term City Salesmen designates anyone who does as stated in section (a) of Article 5, but confines himself within a radius of fifteen miles from the Court House in Portland, Oregon.

(d) The term Country Salesmen designates anyone who does as stated in section (a) of Article 5, but confines himself to territory beyond the fifteen mile radius from the Court House at Portland, Oregon.

(e) The term Apprentice Salesmen designates anyone who does as stated in section (a) of Article 5, but who has not had at least six months experience selling produce or merchandise distributed by part \_\_\_\_\_ of the first part in the territory commonly called the Pacific Coast.

(f) Apprentice Salesmen shall be allowed as follows: with three (3) Salesmen only one (1) Apprentice; additional Apprentice, one (1) with each eight (8) additional Salesmen.

Article 6. (a) No employee member of the second part who prior to the date of this agreement, was receiving more than the rate designated in this schedule, contained in this agreement for the class of work in which engaged, shall suffer a reduction through the operation or because of the adoption of this agreement.

(b) It is further understood that any employer operating more than one establishment, shall have the privilege to transfer any Salesmen from one branch to another, provided such Salesmen suffers no reduction, and that he be compensated for any loss of time and expenses incurred by such transfer.

Article 7. Salesmen shall not deliver any goods by their own car or by company car which is used for selling purposes.

Article 8. The following shall be the minimum scale of guarantee mutually agreed upon:

Apprentice Salesmen . . . . .	\$125.00 per month
Inside Salesmen . . . . .	\$160.00 per month
City Salesmen . . . . .	\$160.00 per month
Country Salesmen . . . . .	\$160.00 per month
City Salesmen Car Allowance . . . . .	\$ 35.00 per month

or by mutual agreement of employer and employee, six (6) cents per mile.  
Country Salesmen to be paid actual travelling expenses and five (5) cents per mile car allowance.

Article 9. All Salesmen shall be granted a one week vacation each year with pay, provided that said Salesmen have been in the employ of the party of the first part for at least one year.

Article 10. (a) Inside Salesmen shall be required to work during the time establishment where employed is open for transaction of business provided, such time shall not exceed forty-eight (48) hours per week.

(b) City Salesmen to observe all opening hours. However, no Salesmen shall be required to work after six (6) P.M. on week days.

Article 11. Buyer-Salesmen or those having additional duties to perform in addition to selling, shall be classified in regards to guarantee same as Country Salesmen as set forth in Article eight (8).

Article 12. All sales as made to accounts regularly called upon or solicited by Salesmen, whether orders be obtained by Salesmen or not, shall be credited to the account of the Salesmen.

Article 13. The party of the first part agrees that as a condition of employment, all employees will maintain membership in good standing in the Association, and that all employers shall be notified of their employees delinquency in such regard.

Article 14. Any dispute that may arise as to the true interpretation of this agreement or any appeal from a discharge shall be submitted to a committee consisting of one member representing the Employer, and one member representing the Association; and if they cannot agree, the two chosen representatives shall select a third disinterested party within one week. The findings of this board shall be binding on both parties to this agreement. It is further understood that there will be no stoppage of work or lock-outs until all means to settle the dispute have been attempted. It is further understood that the duly authorized representatives of Local No. 1243 shall have authority in behalf of the Union to enforce the terms of this agreement.

Article 15. This agreement shall continue and remain in force and effect from the First (1st) Day of December, 1937, until December Thirty-First (31st), 1938, and shall be renewed for the following year and from year to year thereafter, unless

either party shall give written notice to the other at least thirty (30) days prior to any Thirty-First (31st) day of December during the life of this agreement of a desire to amend this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands, in duplicate, by their respective officers or representatives thereunto duly authorized at the City of Portland, State of Oregon.

For the Employer  
Party of the first part

For the Association  
Party of the second part

W. D. Dindia  
Pres.  
G. E. Koeder, Sec.

W. W. W. W. W.  
Louis B. Brunstrom, Secy



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

*Clerks # 1243  
Portland, Ore.  
12-31-40.*

UNION AGREEMENTS January 25, 1940

Secretary  
Retail Clerks Int'l Protective Association #1243  
c/o Central Labor Council  
Room 101, Labor Temple  
Portland, Oregon

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 \_\_\_\_\_

OREGON WHOLESALE PRODUCE ASSOCIATION. & OREGON WHSE TOBACCO ASS'N

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

Number of companies covered by agreement seven and three respectively

Number of union members working under terms of agreement 75

Number of nonmembers working under terms of agreement 15

Branch of trade covered Wholesale Salesmen in Produce and Tobacco

Date signed 1937 and 1938 Date of expiration continuos

Please check here if you wish the agreement returned Please be sure and return

these agreements after you have made copies of them

(Name of person furnishing information)

(Address)

Firms with Produce Association.

- Pacific Fruit & Produce Co.
- Coast Fruit Co
- United Fruit & Produce Co
- Pioneer Fruit Co.
- Mutual Fruit Co.
- Hudson-Duncan Co.
- Interstae Fruit & Produce Co.

Firms wit Tobacco Association

- Glaser Bros
- Fick Cigar Co
- J.R.Smith Tobacco Co.

Have had agreements with the Oregon Wholesale Grocers Ass'n which have expired and contested by a new Association called Associated Food Distributors. Case now pending before the National Labor Relations Board for open hearing or an election by the Board. Involved an additional seventy five men.

*Handwritten signature*

