

Copy of agreement of Local 535 38-12-4 (or)
Retail Pharmacists & Drug Employees
Kansas City, Mo.

A G R E E M E N T

This agreement entered into this 5th, 1938 by and between the _____ and the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, through its agent LOCAL #535, hereinafter referred to as the "Local Union", representing the employees of the Company in Greater Kansas City, Missouri. WITNESSETH: That for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, promote harmony and efficiency to the end that the Company, the Local Union, and the general public may mutually benefit, the parties hereto contract and agree with each other as follows:

No. 1. This agreement to take effect the date above mentioned, and continue in full force and effect for a period of one year. At the expiration of this period, if no notice be given by either party hereto to the other party, then this agreement shall continue in force for another year. Such notice to change or amend the contents of this agreement shall be given thirty days prior to any termination date in writing and shall set forth the desired changes or amendments.

No. 2. The Company agrees to maintain the following wage scales and minimums:

For all Female employees--\$60.00 per month, minimum.

For all Male employees-(except Pharmacists, and Porters)
\$70.00 per month-minimum.

For Registered Pharmacists--\$125.00 per month, minimum.

For Porters---\$65.00 per month, minimum.

- a. The Company agrees that the minimum wage for apprentices shall be \$10.00 per month less than that for regular employees. Apprentices shall mean employees subject to the terms of this agreement who have had no previous experience in their work, and who have been employed by the Company for less than three consecutive months.
- b. The Company agrees that all employees shall be paid at least bi-monthly, and that no deductions will be made therefrom for any required uniforms, frocks, or coats, or the laundry of same.

No. 3. The Company agrees that the following working conditions will be maintained:

Maximum work week for all Female employees shall be 50 hours.

Maximum work week for all Male employees shall be 58 hours.

- a. Seven days shall constitute a weeks work during one-third of each year, and six days shall constitute a weeks work during the remaining two-thirds of each year. Any employee required to work more than the maximum hours per week provided herein shall be paid for such overtime hours at the rate of regular straight time based on the wage that that person would receive if paid by the hour. No employee shall be entitled to overtime pay unless such overtime aggregates one full hour of work done, and provided further that such overtime is first authorized by the Company. It is understood that this overtime provision shall not be used to prevent the hiring of necessary full time help, but shall be used only in emergency, such as special sales, and etc. There shall be an exception to this provision in the case of Managers of the store or stores of the Company, and also its Fountain Managers, who shall have the privilege of performing any necessary duties that they wish, which requires extra hours of work over the maximums herein provided that such work is done entirely of his or her own accord, and not at the order of the Executives of the Company.
- b. No employee shall be required to work longer than five hours without a lunch period, such period to be not less than thirty minutes. No employee shall be required to work a split shift longer than 14 hours duration in the Fountain Department, nor longer than 12 hours in all

other departments.

C Extra or short hour employees shall be entitled to four hours work on each call, and the Company agrees that the rate of pay for such employees shall be at least as much as for the minimums in the several classifications.

No. 4. All employees of the Company, who have been in the employ of the Company one year after June 15, 1938, shall be entitled to a vacation period of seven days with full pay, and all employees who have been employees for two or more years after this date shall be entitled to a vacation period of 10 days with full pay.

No. 5. All employees who are now receiving net compensation as shown by the books of the Company in excess of the minimums herein provided shall not suffer any reduction in pay during the life of this agreement.

No. 6. It is expressly understood by both parties hereto, that this agreement does not create a contract of employment, and the Company shall be the sole judge of the competency of its employees, and shall have the right to terminate the employment of any person at its discretion. It is further understood that the Company shall have the right to buy and sell any and all kinds of merchandise or services usually sold in Drug Stores, and may discontinue or install new departments in its stores at any time it so wishes.

No. 7. The Company agrees to maintain in its employ only members of those who will become members, within fifteen days, of LOCAL UNION #535, RETAIL PHARMACISTS AND DRUG STORE EMPLOYEES, and that as a condition of their employment, they must maintain their membership in good standing of the LOCAL UNION at all times. By this it is understood by the Company that all employees must have their work cards and current months buttons paid up.

No. 8. There shall be no strikes or lockouts during the life of this agreement. Any differences that may arise hereunder shall be taken up by the management and the representatives of the Local Union.

No. 9. The Local Union agrees to do all in its power to promote the interest of the Company, and to notify the members of the Labor movement of Kansas City of the signing of this agreement.

1 No. 10. If, under any state or Federal legislation the maximum hourly work week for the Drug industry shall be greater than the hours herein specified, then the hours herein shall prevail, but if lesser number of hours shall apply to such legislation, then such lesser number of hours shall prevail hereunder. If, under any such legislation the minimum wage shall be greater than those specified herein, then such wage specified in such legislation shall prevail, but if the wage under such legislation be less than specified herein, then the wage herein specified shall prevail.

) No. 11. The Local Union and the Company agree that neither will make any rules or regulations conflicting with this agreement.

No. 12. All employees of the Company shall be available for the taking of a Quarterly inventory, and no employee shall receive any overtime pay for such inventory periods. It is understood that the taking of special inventories other than those mentioned above shall be paid for as overtime work.

President

RETAIL PHARMACISTS AND DRUG STORE EMPLOYERS LOCAL UNION # 535.

President

Secretary

38-12-4

current

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

Clubs 535
ICC, Mo

March 15, 1938

Secretary of Retail Clerks' Int'l
Protective Ass'n #535
c/o Industrial Council
14th & Woodland Street
Kansas City, Missouri

Dear Sir:

Information has come to us that you have concluded an agreement with the Parkview Pharmacy and the Katz Drug Company.

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. 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 material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If at any time we can be of service to you, please write us.

Very truly yours,

Isador Lubin

Isador Lubin
Commissioner of Labor Statistics

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 9

Number of union members working under terms of agreement 375

Number of non-members working under terms of agreement 500

Branch of trade covered Retail Drug Stores

Date signed July 1937 Date of expiration July 1938 & 1939

John W. Johnson
(Name of person furnishing information)

104 Duane Ave Bldg
(Address) *10th & Oak*

Parkview Drug Co.
 Katz Drug Co.
 Bernice's Inc.
 Payless Drug Co.
 Lawless Drug Co.
 Gardner Drug Co.
 Greenwood Ice Cream Co.
 Jordan Drug Co.
 DeBoney Drug Co.

Secretary of Retail Clerks' Int'l
 Protective Ass'n #538
 c/o Industrial Council
 14th & Woodland Street
 Kansas City, Missouri

Dear Sir:

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If at any time we can be of service to you, please write us.

Very truly yours,

Edward Rubin

Edward Rubin

Commissioner of Labor Statistics

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

1

Number of union members working under terms of agreement

352

Number of non-union members working under terms of agreement

500

Number of non-union members covered

Date of expiration

attached

(Name of person furnishing information)

(Address)

