

FOOD STORE CONTRACT

*Expires 12-15-37
new one in negotiation period when completed.*

37-12-12

THIS AGREEMENT made and entered into this _____ day of _____, 1937, 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, and that a failure to secure such permit will result in a fine levied by first party against both second party and the employee.

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

Salesmen and saleswomen—having two or more year's selling experience, not less than \$27.50 per week.

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

Apprentice salesmen and saleswomen—first year, not less than \$18.00 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 of one year's or more experience employed, and not more than one to each four clerks of the same experience thereafter.

It is understood and agreed that eight hours shall constitute a day's work, and 48 hours shall constitute a week's work for all employees. 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; also, should any of the holidays above named fall upon a Sunday, the following Monday shall be considered a holiday by the parties to this agreement.

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 8:00 o'clock A.M. and close at 6 o'clock P. M., Monday to Saturday, inclusive; and it is expressly agreed by the parties hereto that neither second party nor its employees will sell any goods, wares, or merchandise before or after the opening or closing hours as specified, nor on sundays and/or holidays.

Argue

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, it is agreed that second party shall pay employees at the rate of time and one-half for such time worked in excess of eight hours in any one day. Should any such work be performed on a Sunday, or on any holiday above mentioned, employees shall be paid at the rate of time and one-half for such work performed.

Any clerk employed for one-half day or less shall receive one-half day's pay therefor, and any work done in excess of four consecutive hours shall be paid as a full day. 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

see 36-12-38

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

April 3, 1937

Mr. W. Z. Neal, Secretary
Retail Clerks' International
Protective Ass'n #1023
Oklahoma City, Oklahoma



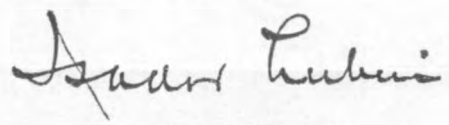
My dear Mr. Neal:

On February 20 we sent you a second request for a copy of your agreement with employers.

For a number of years the Bureau of Labor Statistics has collected copies of union agreements in force throughout the United States in order to have one place in the country where all agreements are on file. Will you be kind enough to send us a copy of your agreement together with the information requested below? Let me assure you that we will keep the identity of the agreement confidential if you so indicate. We shall be glad to type a duplicate and promptly return the original if you have only one copy available.

The enclosed envelope for your reply requires no postage. Your prompt response to this request will be greatly appreciated.

Very truly yours,



Isador Lubin
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing agreement _____

High School Pharmacy, Maywood Pharmacy, Bramwood Drug Co

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

Union members affected 73 Nonmembers affected 200

Comments regarding territory covered, etc. Oklahoma City

W. Z. Neal
(Name of person furnishing information)

733 N. Rob. Oklahoma City
(Address)

Dellingers Tenth & Western Drug Co.
Fosters Drug, Ingram Drug Co. Two Stores,
Westell Drug # 2,
Exchange Ave. Pharmacy,
Nelson Drug Co.
West Side Drug Co
Moorman Drug Co
All of Oklahoma City.

Mr. W. A. ...
Federal Bureau of Investigation
Protective Division
Oklahoma City, Oklahoma

My dear Mr. ...

On February 20, 1935, you advised me that you had received
your agreement with ...

Let me state to you that the Bureau of Investigation has received
a copy of your agreement with ... and is reviewing the same.
You are requested to advise me as soon as possible of the
results of your review of the agreement. We are very
interested in the results of your review.

The enclosed is a copy of your letter of February 20, 1935,
and a copy of the agreement which is being reviewed.

Very truly yours,

[Handwritten signature]

Special Agent in Charge

Department of Labor Relations

Enclosed for you are two copies of the agreement with ...
and a copy of your letter of February 20, 1935.

Very truly yours,

Special Agent in Charge



C. C. CLUCK
PRESIDENT
325 W. 8TH ST.

L. H. DAWSON
VICE-PRESIDENT
200 E. 6TH ST.

HARRY ROMINE
RECORDING-SECRETARY
1100 W. MAIN ST.

PHARMACIST UNION

AFFILIATED WITH
THE AMERICAN FEDERATION OF LABOR
LOCAL 1023



OKLAHOMA CITY, OKLA.

April 11th 1937.

OFFICE OF
W. Z. NEAL
SECRETARY-TREASURER
733 N. ROBINSON
PHONE 2-4233

U.S. Department Of Labor
Washington D.C.

Gentlemen:

Your letter of april the 3rd requesting a copy of our agreement to hand, and will say that I sent you a copy on Jan 17th~~is~~ am sure you have ~~same~~ on file there, it was under the title of Pharmacists Union Local 1023 Okla City.

I am sending you another copy to be sure that you will have one on file.

Our new contract will read with this addition a Salary clause scale, In Cities of 50 thousand and over the minium wage will be \$ 40.00 per week, and Cities under 50 thousand will read \$ 35.00 per week for all regersterd Druggists.

You will nitice that our title is Pharmacist Union Local # 1023 Oklahoma City and not Retail Clerks International Protective Ass'n.

Yours truly

Pharmacists Union Local # 1023

By *W. Z. Neal Secy*