

72 AGREEMENT

R. C. I. P. A. Local No. 797 Cleveland Oklahoma

THIS AGREEMENT, made this day by and between the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, by its agent Local No. 797 of Cleveland

Oklahoma, who for the purpose of this agreement, is designated as the party of the first part, and.....

whose place of business is located at....., who for the purpose of this agreement is designated as the party of the second part.

WITNESSETH: That the party of the first part, in consideration of the promises of the party of the second part being faithfully kept and performed, promises and agrees:

1. That it will exert its influence to advance the interests of the party of the second part as an employer of union labor, and will enhance the value of the Union Store Card by distributing printed matter and by visiting the various industrial organizations in the city and advising them to patronize the said party.

2. That it will loan without cost to the party of the second part UNION STORE CARD No..... and that party of the second part be responsible to the amount of not more than one (\$1.00) dollar for said card in case it is damaged or lost. This card is and shall remain the property of the party of the first part and must be surrendered by the party of the second part upon violation of any provisions of this agreement.

AND, The party of the second part, in consideration of the promises and agreements of the party of the first part being faithfully kept and performed, promises and agrees:

1. A That it will retain in..... employ only members, or those if eligible, who will become members within thirty days from the date of their employment of Local No....., RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION. That all new employees shall, at the time of employment, obtain a working card from the party of the first part; said card to entitle the employee to perform service for a period of thirty days. At the expiration of the permit period said employees who are eligible, to be received as regular members of the party of the first part.

2. A It is hereby agreed that party of the second part shall procure and consider a list of idle members of Local No. 797, R. C. I. P. A., for investigation pursuant to employment. Said list of idle members to be kept at all times by the Secretary of the Local.

3. A That 48 hours shall constitute a work week to be worked between the hours of..... 7..... A. M. and..... 6..... P. M. One day per week only clerks may be required to work 9 hours, except in grocery stores where

clerks may be required to work 10 hours one day per week, but in no instance shall any employee be required to work in excess of 48 hours in any one week.

4. ~~H~~That they shall grant the following full day holidays to their employees without any reduction in wages: All Sundays, ~~New Year's Day~~, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. When any holiday falls on Sunday the following Monday shall be observed instead.

5. ~~A~~The party of the second part agrees to close his store at.....6.....P. M., on all work days, and the party of the second part also agrees not to sell any goods on Sundays or any of the holidays above named.

6.~~A~~ The party of the second part agrees to grant one (1) week vacation with full pay to all employees of one years' employment, and one week vacation with one-half pay to all clerks of six months' employment.

7.~~A~~ It is understood and agreed by both parties to this contract that no member of the R. C. I. P. A., shall be discriminated against or denied employment because of his or her activities in matters affecting the R. C. I. P. A.

8.~~A~~ It is hereby understood and mutually agreed that no member of the R. C. I. P. A. will be laid off and another person employed in his or her place.

9.~~A~~ In case party of the second part shall require any employee to work longer than the hours specified in this agreement it shall be deemed a violation of this agreement.

10.~~A~~ Party of the second part agrees to take no orders for delivery that will cause any employee to work longer than hours specified in this agreement.

11.~~H~~That the minimum salary for all members of the party of the first part shall be, for male employees, \$14.00.....per week, and for female employees, \$12.00.....per week. That where female employees are required to perform the same work as male employees, then the male rate of salary shall be paid to such female employees. That the extra help, known as permit members, employed to perform service on Saturdays, or for any other days, shall be paid a salary on a prorata basis of not less than the minimum herein specified to be paid respectively to male and female employees. It is understood and agreed that any employee now receiving a salary above the respective minimum herein specified shall not suffer any reduction in salary during the term of this agreement; provided further, that nothing contained in this agreement shall prevent the payment of a higher salary than the respective minimum provided.

12.~~H~~It is understood that clerks shall care for their stock before leaving the store, in such manner as to protect it from damage, but all time that has been spent in arranging or rearranging stock, taking inventory of stock, or any work performed before or after the hours prescribed, or on Sundays or legal holidays, shall be paid for as overtime at double time rates based on the salary per week.

13.~~H~~ Party of the second part further agrees that in the event any employee claims that an injustice has been done him or her, or in case of a disagreement arising under this contract that cannot be settled by and between the employer or employers and a committee from Retail Clerks Local No. 797 or a committee from the Central Labor Union of , then the same shall be referred to a Board of Arbitration to be composed of five disinterested persons, two to be selected by the employer, two by the Retail Clerks' Union, and the four persons to select the fifth; the decision of the Board of Arbitration

to be final and binding on all parties, and pending the decision there shall be no further action taken by either party to this agreement. The decision of the said Board of Arbitration to be rendered within six days after submission of the disagreement.

* 14. The party of the first part agrees to furnish to the party of the second part in duplicate forms to be used in such place of business as a working rule, copy of this agreement, and the same shall be posted where it will be accessible to all parties concerned.

¶ It is further mutually agreed by and between the parties hereto that this agreement shall be in full force and effect for the period of one year beginning on the date signified below and if no written notice is served on one party by the other party within thirty (30) days before the expiration thereof, it shall continue in force for another year, and so on indefinitely.

IN WITNESS WHEREOF, We herewith set our hand and seal this / day of
October, 19*37*.

THE RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION,

By its agent, Local No. 797 of Cleveland Oklahoma.

W E White President

[SEAL]

Alice Stanford Secretary

Party of the Second Part



37-12-95

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

Clubs 797
Cleveland, Okla
10-1-38

November 16, 1937

Mrs. Alice Stanford, Secretary,
Retail Clerks' International
Protective Association #797
110 South Sloan,
Cleveland, Oklahoma.

We have in our files a copy of your agreement with employers which expired July 21, 1937.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. 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

Isador Lubin
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 11.

Number of union members working under terms of agreement 22.

Number of non-members working under terms of agreement 7

Branch of trade covered Grocery, Dry Goods, Feed Stores, Bakeries, Clubs

Date renewed Oct 1-37 Date of expiration Oct 1-38

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

Alice Stanford
(Name of person furnishing information)

*110 South Sloan Cleveland
Oklahoma*
(Address)

Brown's Grocery
Whites "
Wiles "
Cradle "
Johnston's Cafe
Waddles Dry Goods.
Mizze ..
Bakery-
Chapman Funeral Home
Variety Store
Cleveland Mill

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

Mr. Alice Johnson, Secretary
Robert Large, Intermediary
Projective Association
TIO Group Seven
Cleveland, Oklahoma

We have in our files a copy of your statement from employee
Sept 21, 1954.

In order to keep our files up to date, I
would appreciate it if you could supply us a copy of your new
or revised statement. We shall be glad to receive it as soon as
you can make it available. It is important that we receive it
as soon as possible so that we may take steps to correct any
inaccuracies or omissions which may have been made in our file.

We shall be very grateful for your assistance. If we can help you
in any way, please let us know. Thank you for your cooperation.

Very truly yours,

Robert Large

Robert Large
Commissioner of Labor Statistics

Name of company or organization, giving address for information

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

Number of employees covered by agreement

Number of non-members working under terms of agreement

Number of non-members working under terms of agreement

Robert Large, Bureau of Labor Statistics

85-1420 Date of application 85-1420 Received

Name of employer (use full name)
Address (use full address) and telephone number
Address (use full address) and telephone number

Name of person to whom information is addressed

