

THIS AGREEMENT made and entered into as of the 15th day of February, 1941, by and between LIGGETT DRUG COMPANY, INC., a Delaware corporation, duly authorized to transact business in the State of Massachusetts (hereinafter referred to as the "Company") and the RETAIL DRUG STORE EMPLOYEES UNION, LOCAL #28, of the Retail Clerks' International Protective Association, affiliated with the American Federation of Labor (hereinafter referred to as "Union"),

W I T N E S S E T H

I. Company hereby recognizes Union as the exclusive bargaining agent for all store employees of Company (not including the Store Managers) employed in the group of stores in Boston, Massachusetts, now known as the Carney and Seaman Districts (being the stores now under the supervision of Mr. E.P. Carney and Mr. W.A. Seaman), in respect to rates of pay, wages, hours, or other conditions of employment.

II. Union agrees that (except as hereinafter provided) neither it nor any of its members or representatives will engage in or carry on any Union activities or Union business of any kind in or upon any store or premises of the Company wherever located.

III. (a) It is agreed that maximum work hours for store employees in the said Districts shall be as follows: For women, forty-six (46) hours per week, exclusive of lunch hours; for men, fifty-two (52) hours per week, exclusive of lunch hours, except as follows:

During the weeks of Spring One-Cent Sale, Fall One-Cent Sale, Christmas Week, and the week immediately preceding Christmas week, maximum hours for men shall be fifty-four (54) hours per week, exclusive of lunch hours, and for women forty-eight (48) hours per week, exclusive of lunch hours.

(b) In stores where weekly working hours shorter than those first above specified exist, such shorter hours shall be retained.

(c) In case the Company, by reason of emergency or otherwise, should find it necessary for any employee to work in excess of the weekly hours above referred to, payment for such work in excess of

such weekly hours shall be made at the regular hourly rate of wage of such employee.

IV. Company agrees that full time employees in said Districts shall have one (1) hour per day for lunch (not to be considered or computed as part of the maximum work hours referred to in paragraph "III(a)", and that no such employee shall be required to take such lunch hour before three (3) hours of continuous work, nor later than after five (5) hours of continuous work. Company further agrees that split-shifts will be eliminated in said Districts; except on Sundays and Holidays, when agreed upon by the parties hereto.

IV. (a) It is further agreed that if any full time employee in said Districts shall be required to work on any Sunday, such employee shall not be required to work on the following Sunday, and if any full time employee shall be required to work on any of the holidays hereinafter referred to, such employee shall not be required to work on the following of said Holidays, namely: New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. It is the desire of the parties hereto to have Sunday and Holiday work arranged so as to be as equitably distributed as may be reasonably possible, having regard to the operating problems of the stores.

It is understood that this sub-division is subject to reasonable exceptions and to the necessities of the practical operation of the business.

V. Company agrees that it will grant certain wage increases as follows:

(a) Full time registered pharmacists now employed by the Company who have completed one (1) year of continuous service with the Company as of February 15, 1941, and who have not completed three (3) years of continuous service with the Company as of February 15th, 1941, and who now earn less than Thirty-three Dollars (\$33.00) per week, shall be increased to Thirty-three Dollars (\$33.00) per week.

Full time registered pharmacists now employed by the Company who have completed three (3) years of continuous service with the Company as of February 15th, 1941, and who now earn less than Thirty-four Dollars (\$34.00) per week, shall be increased to Thirty-four Dollars (\$34.00) per week.



(b) An increase of One Dollar (\$1.00) per week shall be granted to full time employees, employed by the Company continuously for one (1) year prior to February 15, 1941, whose employment classifications and salaries are as follows, to wit:-

1. Medicine Sales Clerks (male) now earning not in excess of Twenty Dollars (\$20.00) per week.
2. General Sales Clerks (male) now earning not in excess of Eighteen Dollars (\$18.00) per week.
3. General Sales Clerks (female) now earning not in excess of Sixteen Dollars (\$16.00) per week.
4. Soda Clerks (male) now earning not in excess of Nineteen Dollars (\$19.00) per week.
5. Soda Clerks (female) now earning not in excess of Sixteen Dollars (\$16.00) per week.
6. Porters now earning not in excess of Eighteen Dollars (\$18.00) per week.

(c) Any full time employee in any of the classifications mentioned in "(a)" and "(b)" hired at the minimum rate set forth in "Schedule A" (hereto attached) for his or her respective classification who shall, during the term hereof, complete his or her first year of continuous service with the Company, and who has not prior to the completion of said one (1) year of continuous service received any increase in salary, shall, on completion of said one (1) year of continuous service with the Company, receive an increase of One Dollar (\$1.00) per week, effective as of the first pay day following completion of such one (1) year of continuous service.

(d) Increases provided for in "(a)" and "(b)" shall be effective as of and retroactive to the week ending February 22nd, 1941. Retroactive payment due hereunder shall be made as of the first pay day immediately following the execution of this Agreement.

(ARTICLE VI - OMITTED)  
SIGNED - V.  
J.F.B.

VII. Employment classifications for purposes of this contract shall be listed in "A" - "B" - "C" - "D" - "E" - "F" - and "G", respectively, of "Schedule A" hereto attached.

VIII. Company agrees that its present rules and regulations with reference to vacations with pay, wages when sick, and discount on own goods, shall be continued in effect during the life of this agreement. Any question as to the extent of the application of such rules and regulations shall be determined by the Company. Employees entitled to vacations shall receive same during the period from May 1st to October 1st, inclusive, at dates as approved by Company, subject to the following: As between the employees of any store, the rule of seniority (i.e., length of employment with the Company) shall be observed in the choice of vacation dates; giving, however, due regard to problems of store operations and classifications of employment.

\*\* Expense of supplying and laundering coats and uniforms shall be borne by the Company when Company requires same to be worn.  
(SIGNED) V. - J.F.B.

IX. Lay-offs resulting from the reduction of Company's working force made necessary by adverse business conditions, or where a particular store or stores may be found over-staffed, or by reason of store closings, shall, in general, with respect to full time employees, be made within classifications in accordance with the rules of seniority. In each classification, employees shall be laid off in the inverse order of their employment, so that the last one hired in a classification shall be the first one laid off. Employees so laid off shall, if available, be rehired or given opportunity for employment in their respective classification before new employee shall be employed in such classification. The seniority rules herein set forth shall be subject to the following exceptions:-

(a) No seniority shall be deemed to exist as between employees hired within three (3) months of each other, and as between such employees the Company may select the person to be laid off regardless of the length of service.



(b) Preference may, without regard to seniority, be given to a female employee as against a male employee, or to a male employee as against a female employee, where in good faith the store Manager and District Manager shall decide that the particular position will best be filled with a man in preference to a woman, or a woman in preference to a man, as the case may be. Within sexes, however, the general rule of seniority shall be observed.

(c) A person physically unable, by reason of illness or lack of physical capacity, to do his or her work as satisfactorily as other employees, may, regardless of seniority, be laid off prior to other employees who are not subject to any such physical limitations.

X. Company agrees that it will not discharge any employee for Union activities, except that nothing herein contained shall require Company to keep in its employ any employee violating any of the agreements of Union hereunder. In case Union shall claim that any employee has been discharged because of Union activities, or that any other provisions hereunder have been violated, the matter shall be promptly taken up by Union with a committee composed of Mr. E.P. Carney and Mr. W.A. Seaman, or their successors as District Managers. Any such matter shall be submitted by Union to said committee in writing, setting forth sufficient detail to inform them, clearly and definitely, of what the alleged claim of violation consists. If the matter is not satisfactorily disposed of by said committee within five (5) days, it shall be referred to the Massachusetts State Board of Conciliation and Arbitration for mediation by a mediator or mediators, nominated by said State Board, and the decision of such mediator, or mediators, shall be final, and shall be binding on both parties. There shall, however, be no right of mediation in case of any discharge for cause, or for any one of the following reasons: (1) Deliberate damage to, or destruction of, Company's property or business; (2) Drunkenness; (3) Dishonesty; (4) Disheveled appearance after warning; (5) Inefficiency; (6) Repeated Tardiness; (7) Insubordination; (8) Violation of Company rules after warning; and (9) Elimination of units for reduction in payroll expense. All dismissals must be approved by a District Manager.

In case Company shall claim that Union has violated any of the provisions hereof, the matter shall be promptly taken up by Company with Union. Any such matter shall be submitted by Company to Union in writing in sufficient detail to inform Union, clearly and definitely, of what the alleged claim of violation consists. If not satisfactorily settled within five days, the matter may be referred for final decision by a mediator, or mediators, in the manner hereinabove provided.

XI. (a) Company will permit Union to post on store Bulletin Boards, or in a place approved by the District Manager in each store, a notice of Union meetings, not more than one (1) notice to be posted in any store during any one (1) month and any such notice to remain up for a period not to exceed seventy-two (72) hours. Company assumes no responsibility in the event posters are torn down by unknown persons or are blown down.

(b) Provided that no disturbance is created, or interference with store business caused, in any store, Union shall have the privilege of designating a Company employee in each store who is a Union member to collect Union dues from Union members employed in such store, in the following manner: Any such collection shall be made only in the basement of the store and not during the working time either of the person making the collection or the person from whom the collection is made; and the employee making such collection shall devote but one hour of his own time per month to such collection work, Union agrees that if any disturbance is created or caused in any store by such collection, or if such collection is not made in the manner herein set forth, Company may give Union warning thereof, and if a subsequent disturbance or business interference occurs, or if there is subsequent violation of this agreement in respect to the manner in which collection is made, Company may, upon written notice to Union, cancel the privilege of making such collections in its stores.

XII. It is agreed that the schedule of minimum rates of wages now prevailing for store employees in said Carney and Seaman Districts shall continue in effect during the term of this agreement; said schedule being shown on "Schedule A", hereto attached and made a part hereof.



It is understood that any matter of, or change in, classification of any store employee shall be as determined by the Company. All wages shall be subject to deductions for State or Federal Social Security Taxes, or like taxes. Minimum wage schedules above referred to shall not (except at discretion of Company) become applicable in case of employees (now employed or hereafter engaged) on trial or in training or in case of any new employees (now employed or hereafter engaged), until such employees shall have been in the service of the Company not less than forty-five (45) days.

XIII. Company agrees to continue its present policy of giving consideration to seniority in connection with promotions. The decision as to when and to what extent seniority shall be considered in making promotions shall, however, rest with the Company. The Company shall make promotions from lower to higher classifications from persons within the Company, unless in the judgment of the District Manager concerned no one in that district is qualified to fill the existing opening.

XIV. Company agrees that no employee shall be discriminated against, intimidated, coerced or discharged for joining or acting with the Union; and Union agrees that no employee of Company not a member of such Union shall be, by said Union or its members, intimidated or coerced for failure or refusal to join or act with said Union.

XV. Union agrees that there shall be no strikes (sympathetic or otherwise), picketing, sit-downs, slow-ups, stoppages of work, boycott, or other action adverse to Company, by Union or its members, or any person acting on its or their behalf, during the term of this agreement, and Company agrees that there will be no lock-outs during said term.

XVI. The term of this agreement shall be for the period of one (1) year beginning February 15, 1941 and continuing until Feb. 14th, 1942.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, and their seals to be hereunto affixed, on this day and year first above written.

WITNESS:

(MARGARET E. FOX)

LIGGETT DRUG COMPANY, INC.

BY (SD) A.L. VERMILYA, V.P.

RETAIL DRUG STORE EMPLOYEES UNION,  
LOCAL #28, R.C.I.P.A.

(SD) JAMES A. SALTERIO,  
President

(SD) JAMES F. BRENNAN,  
Business Agent.

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SCHEDULE A.

Following is schedule of minimum rates of wages for full time employees in Seaman-Carney Districts, as referred to in Paragraph "XII."

PER WEEK:

A. Registered Pharmacists, regularly engaged in compounding prescriptions (male) .....	\$ 31.00
B. Soda Dispensers (male) .....	17.00
C. Soda Dispensers (female) .....	15.00
D. Medicine Clerks (male) .....	19.00
E. General Sales Clerks (male)* .....	17.00
F. General Sales Clerks (female) .....	16.00
G. Porters .....	16.00

\*NOTE: Minimum weekly wages for General Sales Clerks employed as second men in the Cigar Department of Stores 308, 315, 320, 338 and 339 (i.e. regular Cigar men ranking nextt to Cigar Dept. Managers) ..... \$20.00

(SIGNED)

LIGGETT DRUG COMPANY INC.

(BY (SD) A. L. VERMILYA, V.P.

RETAIL DRUG STORE EMPLOYEES UNION,  
LOCAL #28, R.C. I.P.A.

By (SD) JAMES A. SALTERIO,  
President.

(SD) JAMES F. BRENNAN, Business Agent.

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Boston, Mass.

SECOND REQUEST

CONFIDENTIAL

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

Retail Clerks #28  
Boston, Mass.  
2-15-42

R 14-42-45

April 23, 1941

Mr. Thomas L. Dempsey, Sec'y #28  
Retail Clerks' Int'l Protective Ass'n.  
1422 Commonwealth Avenue  
Brighton, Massachusetts

Dear Sir:

We have in our files a copy of your agreement with the Liggett Drug Company which recently expired.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect, together with any supplemental wage rates that have been negotiated. We shall be glad to make 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 analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,



A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Liggett Drug Co Inc.

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

Number of companies covered by agreement

Number of union members working under terms of agreement 200

Number of non-members working under terms of agreement 200

Branches of trade covered Retail Drug Stores

Date of expiration Feb 15, 1942

Please check here if you wish the agreement --

Returned no

Kept confidential yes - from a

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

standpoint only

(10181)