

THIS AGREEMENT, made and entered into by and between CHAS. HUBBARD SON & CO. INC., (hereinafter referred to as EMPLOYER), party of the first part, and RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, AFFILIATED with the American Federation of Labor, (hereinafter referred to as LOCAL 243), party of the second part:

PARTIES

A. WHEREAS the EMPLOYER, Chas. Hubbard Son & Co., Inc., is engaged in wholesale drug business in Syracuse, New York, and

B. LOCAL #243 which is a voluntary labor organization composed of warehouse men, shippers, received, checkers and general employees.

NOW, THEREFORE, the said EMPLOYER and the said LOCAL, acting by their duly authorized representatives in conference and after due consideration and study of matters hereinafter treated, hereby agree as contained herein as to the hours of service, condition of employment, and wage saale of the following employees:

WAREHOUSE MEN SHIPPERS
RECEIVERS CHECKERS
GENERAL EMPLOYEES

Certain exemptions to membership in Local 243 are hereinafter set forth in paragraph 17 of this agreement.

This agreement shall be binding upon the successors, heirs and assigns of the parties hereto.

Rule 1. (A) A seniority roster of all employees showing names, position and date of entering service will be posted immediately in a place accessible to all employees affected, and will be brought up to date at any time on demand by the Union.

(B) Seniority begins at the time the employee's pay starts.

(C) The employer recognizes the principle of seniority. In all cases of promotion, or increase or decrease of employment, the employer shall take into consideration the following factors:

(a) Length of continuous service.

(b) Ability and efficiency.

(D) An employee shall cease to have seniority and shall cease to be considered as a prospective employee by the company if

(a) He quits.

(b) He is discharged and is not reinstated.

(c) A period of four months elapses since he last worked for the company unless given leave of absence or for a seasonable reason.

(E) It is further agreed that no Union member shall be required to work with a NON-UNION MEMBER. The employer agrees to keep in his employ only paid-up members of Local 243 in the class of work covered by this agreement.

Rule 2. Officers of the Union shall have the right to interview their members on the premises of the Company at all times, except when a member is in the performance of his duties. In the event that such interview shall take place during hours of employment, consent for the same shall be obtained from the management.

Rule 3. No employer shall be permitted to use any unfair practice against any member of this Union for any reason.

Rule 4. Any employeexwho is absent through sickness or injury received while in course of employment, shall receive his regular position upon returning to his employment, providing the length of such absence does not exceed one (1) month; in such case if said illness or injury merits an extension of time, the same will be granted by the EMPLOYER.

Rule 5. It shall be the Steward's privilege to converse with any representative of the Company relative to grievances at all times without loss of pay.

Rule 6. There shall be an immediate notification in writing by the Company to the Steward or officers of the Union for all infractions of company rules by the employees. Unless such written notice is given to the Steward or officers of the Union within seven days of the discovery of said infraction the same shall be considered condoned.

Rule 7. Upon termination of his services an employee shall be entitled to a statement from the Company as to the character of his services with the said Company.

Rule 8. If the Company wishes to discharge or lay off an employee for a sufficient reason it shall give to said employee and to the Steward three (3) days' notice in writing. In that event the reason in question must be proven to the satisfaction of the Union. If the Company fails to give such written notice the Company shall forfeit to the said employee one week's wages unless discharge is for dishonesty, insubordination, or drunkenness, and same shall be proven to the satisfaction of the Union. If the Union is not satisfied as to the reasons in question the same shall be submitted to arbitration.

Rule 9. All matters having to do^{with} the management of the business of the EMPLOYER and all policies, authority and responsibility for the conduct of the same shall repose exclusively in the management of the EMPLOYER and in no instance shall the LOCAL or its representatives interfere with the exercise of such authority and responsibility.

Rule 10. Employees taken sick or in accident while in the service of the EMPLOYER and under the case of a physician are entitled to receive half pay for a period up to and including seven (7) days. Such benefits shall be limited to two (2) work weeks in each twelve (12) months. This shall apply to employees with one or more years continued service. In all cases where compensation is paid for such illness or injury, the EMPLOYER will not be required to contribute.

Rule 11. Weekly men with one or more years service are entitled to two weeks' vacation with pay. Vacation pay may be drawn one week in advance of vacation period. Time to be arranged between the EMPLOYER and the Employee. Seniority to be considered. Vacations will be granted during the following months: June, July, August and September.

Rule 12. Employees will always be required to live up to the rules of the Company which do not conflict with this agreement or in any way work undue hardships upon them.

Rule 13. A steward or representative of Local 243, whose duty it shall be to check on employees as to their standing with the Union, will be appointed by the Local and will be recognized by the EMPLOYER as a representative of the employees and will endeavor to adjust all disputes that may arise, providing said Steward is at the time of the signing of this agreement in the employ of the party of the first part. The Steward when failing to adjust properly any dispute, will appeal to the duly accredited Representative of Local 243 who will discuss such dispute or disputes with the EMPLOYER. Failing to after such action the Employer agrees to submit such dispute or disputes to arbitration after having selected a third party. This third party to be selected by the Representative and the Employer prior to the discussion of the dispute in question and the result of the arbitration to be accepted by both the employer and the Local as final and binding. Before discharging the Steward, the employer shall in all cases take the matter up with the officers of the Union. There shall be no strike or lock-out pending the settlement of any dispute between Employer and the Union within two weeks from the time said dispute arises providing both parties have willingly cooperated in the selection of the arbitrators.

Rule 14. The EMPLOYER will employ, when available, such members of Local 243 as he may require for the class of work covered by this agreement. When a sufficient number of competent members of Local 243 are not available for service to meet the requirements of the said Employer, such Employer may employ other than members of Local 243. New employees must secure a working permit before starting to work from the Steward or the Retail Clerks Local Union No. 243, paying \$1.00 each week for five week and the sixth week, he must pay \$1.55 for the current month's dues, and \$1.55 each month thereafter as a regular member of the Union.

Rule 15. The following persons and the position they hold in the employ of the party of the first part shall be exempt from membership in Local 243.

Persons occupying professional or managerial position, salesmen, price clerks, and female employees occupying office positions.

Rule 16. All work in excess of forty (40) hours per week shall be paid for at time and one-half the regular rate.

Rule 17. In the event of a death in the immediate family of an employee, the Employer shall pay the employee for the period of time lost, but not to exceed three (3) days; it being understood that immediate family means only parents, wife and children and brothers and sisters of employee.

Rule 18. Employees required to report for work Sundays shall be paid time and one-half the regular rate. Time and one-half to be paid for all work performed on Christmas, New Year's Day, Decoration Day, Independence Day, Labor Day and Thanksgiving Day. Extra men required to report for work at any time shall receive no less than four hours pay. Five and one-half (5½) days shall constitute a week's work. If any of the above holidays fall on a Sunday, the following day shall be observed.

Rule 19. Members of the Local shall not be held liable for loss or damage to property in his case unless such responsibility is proven at a hearing, at which hearing he may be represented by the accredited Representative of Local 243, and further may call upon other employees or non-employees as witnesses. Employees may be held out of service pending such hearing which shall be held within four days after case of discipline. Employees who are found to have been unjustly held out of service at such hearing will be returned to service with all rights unimpaired and compensated for loss of wages during such time they were held out of service.

Rule 20. Employees on a weekly scale shall not suffer any reduction in pay for holidays, but shall be paid at the extra rate set up in this agreement is worked.

Rule 21. All employees shall be on a weekly scale and not on a broken time basis.

Rule 22. In the event that Local 243 shall for any reason fail to organize or shall for any reason disagree with a customer or consumer of the products bought, sold, or distributed by Charles Hubbard Son & Co., Inc., there shall be no discrimination against the purchase, sale, or delivery of such products by the said Charles Hubbard Son & Co. Inc. to any drug store, hospital, institution, or first aid station, wherever they may be located.

Rule 23. It is understood the hiring of non-union help other than the way provided in this contract shall be deemed a lock-out and shall go to the very essence of this contract.

Rule 24. This contract supersedes any understanding or agreement now in effect among the employees and further prohibits any understanding or agreement between the employer and the employees that conflicts with the provisions of this agreement.

Rule 25. This agreement shall take effect as of midnight, January 2, 1942, and shall continue in effect until January 1, 1943, and thereafter from year to year. In the event that either party desires to change or modify any of the provisions of this contract such change or modification cannot be made unless notice in writing setting forth the change or modification desired is given to the other party at least thirty (30) days prior to the renewal date of this contract for any one year.

Rule 26. There shall be no increase or decrease in the wages of employees covered by this agreement during the term of said agreement.

Rule 27. It is recognized by the parties to this agreement that there are members of Local 243 employed by the party of the first part who are at the time of the signing of this agreement delinquent in the matter of dues owing to Local 243 and it is also recognized that by reason of such delinquency Local 243 could demand that the party of the first part dispense with the services of such members who are in its employ. However, the parties hereto do now agree that those employees who are delinquent in the payment of their dues on this date shall have a reasonable opportunity to pay said back dues and become members in good standing. The plan of payment of such delinquent dues shall be worked out at a meeting of the members of Local 243 with the officials of said Union.

IN WITNESS whereof, the undersigned LOCAL, duly authorized by its members, and the undersigned EMPLOYER, have hereunto affixed their hands and seals at Syracuse, New York, this 2nd day of Jan. 1942

CHARLES HUBBARD SON & SON., INC., EMPLOYER by P. J. Simons, Pres.
RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION Local 243 by _____

✓ R14-42-32

(AFL) Retail Clerks # 243
Syracuse, N.Y.
X-12-31-42

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

May 14, 1942.

Miss Ruth Mary Brown, Sec'y. Local # 243
Retail Clerks Int'l. Protective Association,
304 W. Genesee St.
Syracuse, N. Y.

CONFIDENTIAL

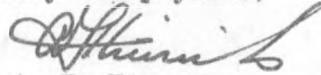
Dear Sir:

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, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

If you have only one copy available and so designate, we shall be glad to make a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the material 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,



A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Chas. Hubbard & Son, Inc.

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

Number of companies covered by agreement One

Number of union members working under terms of agreement 25

Number of nonmembers working under terms of agreement _____

Branch of trade covered Wholesale Drug Co.

Date signed Jan. 2, 1942

Date of Expiration Jan. 1, 1943

Do you wish the agreement returned? Yes ___ No Kept confidential? Yes No ___

Ruth Mary Brown, Sec'y - Treas.
(Name of person furnishing information)

304 W. Genesee St.
(Address)