

Articles of Agreement

BETWEEN

Clerks 1171
Oregon City, Ore
6-30-39

Clackamas County, State of Oregon, as Party of the first part and the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, Local No. 1171 (affiliated with the American Federation of Labor) of the City of Oregon City, State of Oregon as party of the second part.

WITNESSETH: That said party of the second part, in consideration of the covenants and agreements hereinafter mentioned and mutually agreed upon by all parties to be kept, done and performed do hereby lease for the period of 15 months from March 1, 1938, to June 30, 1939, to the said party of the first part and the Local No. 1171 Union Store Card No....., the property of and issued by the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL NO. 1171. Should a new contract not be agreed to by June 30, 1939, this contract to remain in effect pending such negotiations.

Party of the first part agrees to the following. No employee shall be required to work on Sundays and the following holidays: New Years, Memorial Day, Independence Day, Armistice Day, Thanksgiving Day, Labor Day and Christmas. It is also agreed if any of the above mentioned holidays come on a Sunday the following Monday shall be considered a holiday. No loss in weekly pay shall be suffered by the employee because of a holiday. Pharmacist departments in drug stores and stores receiving perishable produce in season not restricted to holidays.

ARTICLE I.—Hours

No employees shall be allowed to work more than forty-eight (48) hours in one week, and no more than nine hours in one day for regular weekly rate of wages. No woman employee shall work more than forty-four (44) hours per week nor more than eight (8) hours in one day. All additional time shall constitute wages at the rate of time and one-half of the regular rate. Double time shall be paid for work on Sundays and above mentioned holidays.

Any employee who has worked in one concern for a period of over one year shall be entitled to one week vacation with full pay. No person shall be required to make up hours taken off for holidays or vacation. A full day of nine working hours shall constitute the above holidays and vacation days.

There shall be not more than one lunch period of not over one hour per day.

No employee receiving more vacation prior to this agreement shall suffer a reduction on vacations.

Each regular employee agrees to work six extra hours with regular rate of pay during the ten-day period preceding Christmas.

During any period when it is necessary for the Employer to make an inventory an employee may work and be required to work more than the number of hours each day above indicated, provided that within the next 30 days after the completion of the taking of such inventory the employee shall be entitled to time off in consecutive hours that he would have been entitled to, had such inventory not been taken, or in lieu of giving the employee the indicated hours off, the Employer may pay the employee time and one-half for such extra time worked.

ARTICLE II.—Wages

The following is the minimum scale of wages:

Department, Women's Ready to Wear and Women Workers in Hardware and Furniture, Jewelry, Shoe Stores, Drug Stores and Men's Furnishing Stores—

Wages for Women

Less than one year experience.....\$15.00 per week
More than one year and less than two years 17.50 per week
More than two years..... 20.00 per week

Novelty and Variety Stores— Wages for Men and Women

Less than one year experience.....\$15.00 per week
More than one year experience..... 17.00 per week
Over three years..... 18.50 per week

SIGNED FOR THE COMPANY:

Clothing, Shoe, Drug and Department Stores.

Wages for Men

Less than one yr. experience (apprentice)..\$15.00 per week
More than one year and less than two years 20.00 per week
More than two years and less than five yrs. 25.00 per week
More than five years..... 27.50 per week

Hardware, Furniture, Jewelry, Feed Stores and Auto Parts—

Wages for Men

Less than one yr. experience (apprentice)..\$15.00 per week
More than one yr. and less than two yrs..... 18.00 per week
More than two yrs. and less than three yrs. 22.50 per week
Three to five years..... 25.00 per week
Over five years..... 27.50 per week

No person receiving more than the designated wage scale at the time of signing this agreement shall suffer a reduction in salary.

ARTICLE III.

No employer shall have more than one apprentice for each three employees or fraction thereof.

ARTICLE IV.

Any dispute that may arise as to the true interpretation of this agreement or any appeal from a discharge shall be submitted to a committee consisting of one member chosen by the employer and one member of the union; and if they cannot agree, the two chosen representatives shall select a third disinterested party within one week. The findings of this committee shall be binding on both parties of this agreement. It is further understood that there will be no stoppage of work or lock-outs, strikes or picketings, until all means to settle the dispute have been attempted. It is further understood that the duly authorized representatives of Local No. 1171 shall have authority in behalf of the union to enforce the terms of this agreement.

The Employer agrees to employ and to retain in his employment only members of the Association or eligible persons who will agree to become affiliated members with Local No. 1171 within 14 days after the beginning of such employment. Employees who work regularly more than one day per week must obtain permit from Local No. 1171.

No person shall be called to work for less than four consecutive hours in one day.

This contract may be reopened, for the discussions of wages only, upon 30 days written notice by either party, to the other party hereto.

SIGNED FOR LOCAL UNION NO. 1171: