

This Agreement made this 6th., of March, 1939, by and between The Great Atlantic and Pacific Tea Company, a co-oper- ation, hereinafter referred to as the Employer for all stores in Jacksonville Unit in Florida, and Local Unions of the Retail Clerks International Protective Association of the American Federation of Labor, hereinafter referred to as the Union.

WITNESSETH:

That whereas the parties of this Agreement desire to estab- lish and maintain a state of mutual understanding to create harmo- nious relations between the Employer and its employees, and to abide by this contract in the settlement of any and all disputes that may arise between them it is, therefore, by both of the said parties understood and agreed that;

1. UNION RECOGNITION, SCOPE OF AGREEMENT. The Employer recognizes the Union as the exclusive bargaining agency for all of its employees employed as grocery clerks.

Employer shall have the unqualified right to register com- plaints or grievances and to testify in any proceedings involving the provisions of this agreement without in any way jeopardizing their employment status or being subject to discrimination.

2. Closed Shop. All employees covered by and classified in this agreement in the employ, shall be members in good standing of the Union. All vacancies shall be filled by members of the Union or by such persons, selected by the Employer, who will file appli- cation and become members thereof at its next regular meeting.

3. Beginning of work day; Split Shifts Prohibited. The Employer shall have the right to designate the time of commenc- ment of each employee's work day; provided, however, that no split shifts shall be permitted.

4. Hours of Labor shall remain the same until the Union of Retail Clerks International Protective Association have organized a majority of competition. When this is accomplished the agreement will be opened for negotiations relative to hours only, unless this agreement has expired.

5. Reporting for Work; Cleaning Up. The Union agrees that its members shall report at stores fifteen minutes prior to the time for starting the days work, and that not to exceed thirty minutes after closing time on Monday to Friday, inclusive, of each week and not to exceed one hour on Saturdays or days preceeding hereinafter specified holidays shall be allowed its members to clean up.

6. Vacations. The Employer shall allow every employee covered by this agreement who have had between one and three years service with the Employer an annual vacation of one week with full pay, and the Employer shall allow every employee covered by this agreement who has had three or more years service with the Employer an annual vacation with two weeks with full pay.

7. Half Day Off. The Employer shall allow every employee covered by this agreement one full half day off each week except during weeks in which there occurs one of the hereinafter specified holidays, such half days off to be given on other than Fridays and Saturdays.

8. Holidays. The Employer shall grant every employee covered by this agreement a full holiday on the following days, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; and provided that whenever any of these days shall fall on Sundays, the Employer shall grant every such employee a full holiday on the following Monday with full pay.

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9. (a) Definitions. A full time employee is one who is employed six days per week.

(b) An extra man is one who is employed less than four days per week.

(c) A full time employee shall be paid the wages provided for in the scales hereinafter provided for.

10. Hour of Pay For Extra Man. The Employer shall not pay any employee less than twenty five (25) cents per hour.

11. Grocery Clerks Wages. The Employer shall not pay any grocery clerk less than at the applicable rate set forth in the following scale, based upon such clerk's length of service as a full time employee:

First Six Months Service	\$15.00
Next Eighteen Months Service	\$16.00
After second year	17.00
After third year	18.00

In towns of population less than twenty-five (25,000) the Employer shall not pay less than at the applicable rate set forth in the following scale, based upon such clerk's length of service as a full time employee:

First six months service	\$14.00
Next eighteen months service	\$15.00
After second year	16.00
After third year	17.00

No member of the Union shall suffer any reduction in wages or wage scales during the life, or by any provision, of this agreement.

12. Discharge. The Employer shall have the right to discharge any employee for good cause, such as dishonesty, incompetency or intoxication.

13. Union Activities. The Union agrees that neither it nor its members will engage in union activities on the Employer's time or in the Employer's stores provided, however, that representatives of the Union shall have free access to the Employer's stores.

14. Store Cards. The Union agrees to furnish to the employes at least one Union store card for each of the Employer's stores. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

15. Seniority. In all lay-offs and rehiring the ordinary rules of the seniority shall be applied. Taking into account also the ordinary rules of fitness for work involved, and the practicality of applying the rules of seniority in the particular case. Seniority shall be applied on each store only except otherwise agreed to by the Union and the Employer.

16. Grievance Committee. Should it be found impossible to arrive at a mutual satisfactory adjustment of any grievance, it will then be turned over to a Board of arbitration, consisting of one member to be selected by the Company and one member by the Local, the two then to select a third who shall act as Chairman.

A Board of Arbitration in such cases shall be appointed within two weeks (2), after the grievance is first discussed, and the decision of the Board shall be given within (7) days after its appointment; the decision to be final and binding upon both parties. There shall be no cessation of work by membership or lockout by Employers pending Arbitration.

17. Extra Men Reporting for Work. Where an extra man reports for work pursuant to written instructions from the Employer, and is not given work, he shall be entitled to one-half days pay.

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