RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION
LOCAL #1245--A. F. of L.

EAGLE GROCERY COMPANY

Re: Terms of agreement between employer and employee.

This matter being submitted to me as abritrator selected by the Employer and the Union regarding wages and conditions of employment for the persons who are employed by the Eagle Grocery Company in their stores.

Upon careful study and consideration of the entire matter submitted to me, I have come to the conclusion indicated in the terms of agreement attached hereto; the said terms of agreement as attached hereto are my findings and final decision

(Signed) SY H. ARMSTRONG
Arbitrator

Dated: September 23, 1937

New Jersey State F. & G. Com.
454 Montgomery Street
Jersey City, New Jersey

AGREEMENT

Between

EAGLE GROCERY COMPANY, a body corporate
of Jersey City, New Jersey

and

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION
AMERICAN FEDERATION OF LABOR
LOCAL #1245

THIS AGREEMENT made and entered into between the Eagle Grocery Company, hereinafter called the employer, and the Retail Clerks' International Protective Association, American Federation of Labor, Local #1245, hereinafter called the union, shall goven all wages, hours, and conditions of employment of managers and clerks employed by the Eagle Grocery Company. This agreement is to remain in full force and effect for a period of one year, from the 30th day of August, 1937 to the 29th day of August, 1938.

1 WHEREAS, the parties hereto recognize the principle of collective bargaining, and an agreement between employer on one hand, and its employees organized in labor union on the other hand, as being beneficial and advantageous to the interest of both employer and employees and conductive to the best interest of the business of the employer.

2 NOW, THEREFORE, in consideration of mutual covenants and agreement herein contained, and the sum of One Dollar each in the other hand paid to the parties hereto, the receipt of which is hereby acknowledged, and other good and valuable consideration, it is mutually agreed and covenant as follows:

First: The employer shall have the right to secure their employees from the open market, and shall be the sole judges as to the qualifications of such employees.

Second: All managers employed are to be members of the Union; new help, if proven satisfactory to the employer, shall become a member of the union within sixty days after date of his employment as manager.

Third: The employer agrees that the hours of employment for managers shall be similar to hours of employment now in existence or hereinafter put into effect by other chain grocery corporations.

(a) All employees shall be entitled to receive one hour for lunch period.

(b) All employees who come under the terms of this agreement shall receive twenty-four hours as rest period in every week to comply with the Labor Laws of the State of New Jersey, which twenty-four hours shall be Sunday.

Fourth: All managers who come under the terms

of this agreement who are employed with the company for one year, are to receive one week's vaction with pay. The vacation period shall be arranged for by the employer, most suitable to the convenience of his business.

Fifth: In case where a store is closed due to legal holidays, employees shall not be required to make up any time for such holdiays, and shall receive full pay therefor.

Sixth: Scale of Wages.

Managers.

(a) All managers who now receive $27.00 per week and 2% commission per week, are to receive an increase of $1.00 per week plus ½% commission per week, making present salary $28.00 per week plus 2½% commission on gross sales per week, which salary shall be considered prevailing wage.

(b) Those managers who have been receiving a salary of less than $18.00 per week plus 2% commission on gross sales, are to receive a minimum of $20.00 per week plus 2½% commission on gross Sales. Those employees who have been receiving a salary of $18.00 per week and less than $27.00 per week, are to receive a $2.00 increase in wages plus 2½% commission on gross sales.

(c) Any store that reaches a gross income of $325.00 per week, the manager therein shall be paid the prevailing wage, if he is now receiving less than the same.

(d) The wages hereinbefore referred to shall be considered minimum wages, giving to the employer the right to increase such wages. The union, however, must be a party to any changes in increase of wages.

Clerks.

(a) All clerks employed shall have the right to become members of the union.

(b) Wages of clerks are to be arranged for by the company.

Seventh: The employer in hiring help, agrees to give preference to those employees who are or have been employed heretofore by the company as either managers or clerks, and who are considered in good standing with the employer.

Eighth: There shall be no discrimination shown by the Union in any form or manner against the employer, and the employer agrees that there shall be no discrimination shown against its employees or the union.

Ninth: There shall be no strikes by the union or lockouts by the employer during the period and term of this agreement; there shall be no discharge of employee without cause.

All grievances and disputes that cannot be adjusted by and between the employer and employee, shall be referred to a Board of Arbitration to be selected as follows: one to be selected by the union, one to be selected by the employer, and the two persons thus acting shall select a third. The majority vote of this Board of Arbitration shall be final and binding upon the parties hereto.

Tenth: This contract shall be binding upon the parties hereto, their heirs, executors, or assigns from the 30th day of August, 1937, and all wages and conditions of employment hereinbefore referred to shall be effective from the 30th day of August, 1937, which is in accordance with the understanding between the parties hereto.

Eleventh: This contract is subject to the terms of all existing or subsequent laws enacted during the term of this contract by the United States of America or the State of New Jersey. Any such laws enacted shall be considered a part of this agreement, provided however, that no minimum wage or hour laws shall be applicable, unless the wages are highers and the hours shorter than herein provided.

Twelfth: It is further understood and agreed that thirty days prior to the termination of this agreement, the parties hereto will meet for the purpose of discussing terms of new agreement.

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed, and hereunto set their hands and seals, the 23rd day of September, 1937.

BY: Leon Schechter (Signed)
RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, AMERICAN FEDERATION OF LABOR, LOCAL #1245

BY: D. Fineberg (Signed)
EAGLE GROCERY COMPANY

Witnessed by:

Arnold Fineberg (Signed)

Harold Krieger (Signed)

37-12-111
Clerks 1245
Jersey City, NJ
8-29-38

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

RECEIVED
JAN 27 1938
AMS April 4, 1938

Mr. C. C. Coulter, Sec. Treas.
Retail Clerks' Int. Protective Ass'n
Lock Drawer 248
Lafayette, Ind.

Jan. 24, 1938

Dear Sir:

Information has come to us that you have concluded an agreement with the Eagle Grocery Co. of Jersey City, N. J.

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If at any time we can be of service to you, please write us.

Very truly yours,

Isador Lubin

Isador Lubin
Commissioner of Labor Statistics

Name of company or employers' association signing the agreement Eagle Grocery Company
(If more than one employer, please list on reverse side)

Number of companies covered by agreement 1

Number of union members working under terms of agreement 315

Branch of trade covered Grocery Managers & Clerks

Date signed Sept 26, 1937 Date of expiration Aug 29 1938

Charles Sneyers
(Name of person furnishing information)

357 Summit Ave Jersey City
(Address)