

AGREEMENT

Between

EAGLE GROCERY COMPANY, a body corporate of the state of New Jersey, with its principal office in the City of Jersey City, County of Hudson, and State of New Jersey

and

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASS'N, affiliated with the American Federation of Labor, through its agent, Grocery and Food Clerks Local #1245.

This agreement made and entered into between the Eagle Grocery Company, a body corporate of the State of New Jersey, hereinafter called the employer, and the Retail Clerks International Protective Ass'n, affiliated with the American Federation of Labor, through its agent Grocery and Food Clerks Local #1245, hereinafter called the union, shall govern all wages, hours, and conditions of employment of managers 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, 1939, until the 31st day of August 1940.

WHEREAS, the parties hereto recognize the principal 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 employee and conducive to the best interest of the business of the employer.

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

First: All managers employed by the company are to be members of the union in good standing. The Union shall be the sole judge of the good standing of its members.

Second: Seniority. The principle of seniority is recognized by the employer, and it is understood that in the event of necessity of additional help, the person who is first to be laid off is to be given preference in the event that he qualifies to the employer, failing to qualify, the second man shall be given preference, which rule shall be followed through.

- (a) The company agrees not to discriminate against a manager relative to re-employment, and agrees to retain and re-employ such manager provided he qualifies.
- (b) In the event that additional help is required the employer will communicate with the union, which will furnish the employer with a list of former employees who are qualified to the employer to fill positions required.

- (c) The second provision shall be applicable and effective from the dating and signing of this agreement.

THIRD: Closing of Stores or Markets. Any employee who is discharged or laid off as a result of closing of store or market, is to receive either one weeks notice or one weeks pay, the amount of pay to be determined on the salary plus the commission received prior to the date of closing store or market.

FOURTH: Hours of employment: The hours of employment shall be the same as the hours in operation during the term of this agreement by the Great Atlantic and Pacific Tea Company.

- (a) All employees shall receive an hour for lunch.

FIFTH: Vacations: All managers employed by the company for one year prior to the 29th day of August, 1939, and who are on the payroll as of the 30th day of August 1939, shall receive one week's vacation with pay, which pay shall be in accordance with pay received plus commission.

- (a) In the event that a store is closed and manager laid off prior to the 1st week in April, he is to receive his vacation pay at the time of his lay-off, discharge or closing of store.
- (b) Vacations must start by the first week in April, and terminate by the 31st day of August, 1940.
- (c) Any manager who has not received vacations for the years 1938 and 1939, the company agrees to give such vacation and pay by the 30th day of October 1939.

SIXTH Legal Holidays: Any store closed due to legal holidays, employees shall not be required to make up any time for such holidays, and in the event an employee is compelled to work on a holiday or other time after closing hours, as heretofore set forth to govern this contract, such employee is to receive time and one half for such overtime; double time for holidays or Sunday.

- (a) Holidays shall be the same as provided for by the Great Atlantic and Pacific Tea Co.

SEVENTH: Scale of Wages. All managers in grocery stores are to receive \$28.00 and 2½% commission per week; this salary is the prevailing wage. Any manager who now receives less than \$28.00 and 2½% commission whose store reaches a gross income of \$325.00 per week for a period of 8 weeks, the manager therein shall be paid the prevailing wage, if he is now receiving less than the same. There shall be no decrease in wages.

(a) Self-Service Markets or Converted Stores. Any persons employed in the self-service markets as managers are to receive a minimum pay of \$36.00 per week.

(b) In the event that a manager is transferred from a store to a self-service market or converted store as has been designated by the company, such manager shall receive same pay as he received in the grocery store, if the pay is less than

\$36.00 per week. In other words, if a manager earning \$28.00 and 2½% commission per week averages more than \$36.00 per week, that wage shall be considered his minimum wage if transferred to self-service market or converted store. The pay shall be determined on his weekly average salary of the preceding 12 months.

(c) Store hours of self-service markets or converted stores shall be the same as those of the Great Atlantic and Pacific Tea Company.

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, either directly or by any of its agents, or its servants, or any person employed in a supervisory capacity.

Ninth: There shall be no strikes by the Union or Lockouts by the Employer until the cause has been submitted for arbitration.

TENTH: There shall be no discharge of an employee without sufficient and good cause, and before discharging of employee, the matter is to be submitted to the business agent of the Union.

Eleventh: All grievances in dispute excepting wages and other conditions herein provided for that cannot be adjusted by and between the parties, shall be referred to a Board of Arbitration to be selected as follows:

One person to be selected by the union; one person 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.

TWELFTH: This contract is subject to the terms of all existing or subsequent laws enacted during the terms 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 higher and the hours shorter than herein specified.

This clause shall only be applicable in the event that the same is mandatory upon competing chain grocery companies.

Thirteenth: 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 a new agreement.

Fourteenth: This contract shall be binding upon the successors, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed, and hereunto set their hands and seals, the 30th day of August 1939.

EAGLE GROCERY COMPANY

BY: MORRIS FINEBERG

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSN'., affiliated with
the American Federation of Labor,
through its agent, Grocery and Food
Clerks Local #1245
By Gene Mulvihill

Witnessed by
H. Mulvihill
Rep Int. Prot. Assoc.
Harold Kreyer

SECOND REQUEST
U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

Retail Clerks #1245
Jersey City, N.J.
8-31-40.

November 16, 1939

Mr. Charles Sreyers, Sec'y #1245
Retail Clerks' Int'l Protective Ass'n
357 Summit Ave.
Jersey City, N. J.

Dear Sir:

We have in our files a copy of your agreement with the Eagle Grocery 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. 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,

Isador Lubin

Isador Lubin
Commissioner of Labor Statistics

Enc.

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 one

Number of union members working under terms of agreement 275

Number of non-members working under terms of agreement 27

Branches of trade covered Grocery

Date of expiration August 31, 1940

Please check here if you wish the agreement --

Returned _____ Kept confidential _____

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement. (8227)