

JONES LEGAL FORMS ANNOTATED
Employment Contracts

CONTRACT OF EMPLOYMENT OF MANAGER

This memorandum of agreement made this _____ day of _____, 19____, by and between the _____ Glass Corporation, hereinafter referred to as the corporation, party of the first part, and _____, hereinafter referred to as the manager, party of the second part, witnesseth:

The corporation agrees to employ the manager for a period extending from _____ day of _____, 19____, to _____ day of _____, 19____, as manager of its glass plant at _____, _____, after its erection, and as supervisor of its construction up to that period, and the party of the second part agrees to accept this position upon the following conditions:

The manager agrees to take charge of manufacture of all bottles produced at above works, make all glass, hire all blowers, hire all other labor and office force necessary, except as hereinafter specified, do all other work in connection with plant, and devote his entire time to the management and promotion of business established as above to the exclusion of all other business, in consideration of which services he is to receive a monthly salary of _____ (\$ _____) dollars, payable on the _____ day of each month during continuance of this agreement.

The manager further agrees that all bottles produced under his supervision shall be of first-class merchantable quality, equal in all respects to bottles submitted as examples by _____ Drug Company, with usual allowance for defective ware, and that same shall be produced as cheaply as could be done with like facilities by any one.

At the expiration of the above period, if the services of the manager have been satisfactory to the corporation, this contract shall be continued for an additional term of one or more years at the same salary as above, and it is further agreed that on _____ day of _____, 19____, in the consideration of the proper fulfillment of his duties as manager, the corporation shall transfer to the manager _____ (_____) shares of the capital stock of the _____ Glass Corporation, such shares to be paid for by him out of the dividends of the said _____ Glass Corporation on said _____ shares in which the manager shall share from date of transfer. As security for payment of such shares the manager shall give his promissory note payable on demand with above stock as collateral which shall be released in full on complete payment for aforesaid stock, and the manager agrees further, should he at any time cease to be in the services of the corporation, then that corporation is hereby given an option of _____ days on stock in his possession at par value.

The corporation reserves the right to select its own bookkeeper and timekeeper, whose duties shall consist in making up all pay rolls, checking up all accounts, and shipping and receiving all goods to and from factory, and also the right to reject any skilled or unskilled labor, the employment of which on account of color, race, or for any other reason may in the opinion of the president of the corporation be unnecessary or prejudicial to the working interests of the corporation. All skilled labor to consist of union men in good standing. All goods are to be purchased at main office, requisition for same being made by manager.

The corporation agrees to purchase first-class material such as is required to make glass of a nature similar to that used by the _____ Drug Company at present time.

Should either of the contracting parties desire, at the expiration of time herein specified, to cancel this agreement, same can be done by giving _____ days' notice in writing.

The appointment of applicants to positions, other than that of blowing, shall be subject to approval of president, as shall also all salaries and wages not fixed by the union.

(From Williams v. Maryland Glass Corp., 134 Md. 320, 106 Atl. 755)