

APR 15 1970

Law

#6723

1968 — 1971

AGREEMENT

Between

**RETAIL CLERKS INTERNATIONAL
ASSOCIATION**

**LOCALS 1687 and 1393
A. F. L. — C. I. O.**

LOCAL 1687

1228-30 Miners National Bank Building
Wilkes-Barre, Pennsylvania

Phones

Area Code 717 - 824-4579 - 822-8667

LOCAL 1393

133 N. 8th Street
Reading, Pennsylvania

Phones

Area Code 215 - 373-7529 - 374-5019

and

**THE GREAT ATLANTIC AND
PACIFIC TEA COMPANY
SCRANTON UNIT**

10-7/71

6723

1968 — 1971

A G R E E M E N T

PARTIES TO THE AGREEMENT

1. Agreement in effect from the seventh day of July, 1968 until and including the third day of July, 1971 and subject to renewal and extension as herein provided, between THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INC., Scranton Unit, (hereinafter referred to as the "Employer") and the RETAIL CLERKS UNION, LOCALS No. 1687 and No. 1393, chartered by the Retail Clerks International Association, AFL-CIO (hereinafter referred to as the "Union"). This Agreement upon its execution thereof shall supersede all previous existing Agreements which have heretofore been applicable to the employees covered by this Agreement.

MANAGEMENT AUTHORITY

2. The management of the business and the direction of the working forces, including the right to plan, direct and control operations, hire, suspend or discharge for proper cause, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain rules and regulations covering the operations of such stores, are vested in the Employer, subject to the provisions of this Agreement.

RECOGNITION AND JURISDICTION

3. The Employer recognizes the Union as the exclusive representative of all its employees, except Supervisors, Managers and Assistant Managers in all stores which are a part of the Scranton Unit as outlined in Schedule "B" of this Agreement, or which may be opened with-

in the Scranton Unit, serviced by the Scranton Warehouse or other Warehouses if the store or stores are a part of the Scranton Unit, in accordance with past practice, in all negotiations between the Employer and employees.

UNION SHOP

4. It shall be a continuing condition of employment that all of the employees now or hereafter coming under the jurisdiction of this Agreement become and remain members of the Union in good standing on or after the thirtieth (30th) day following their date of employment or the effective date of this Agreement, whichever is later.
5. The Employer shall check off initiation fees and dues from all employees who authorized in writing such deductions and shall remit the same to the Union.
6. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits and liability that might arise out of or by reason of action taken or not taken in respect to the deduction of dues made pursuant to the provisions of this Agreement.
7. The Employer agrees to discharge any employee for non-payment of dues and/or initiation fees upon seven (7) days' notice in writing from the Union to do so.
8. The Employer agrees that all work performed in stores and markets in connection with the sale and display of its merchandise will be performed only by employees of the Employer.

PERSONNEL INFORMATION

9. The Employer will furnish the Union with the following personnel information as requested:

- (a) All new employees, where employed, and the starting date.
- (b) Change in status of employees from full-time to part-time, or from part-time to full-time, and the effective date.
- (c) Termination of employees and the effective date, including employees on the thirty-day (30) trial period.
- (d) Seniority list covering all Scranton Unit employees covered by this Agreement.
- (e) Transfer of employees from one Store or from one department to another.

UNION ACTIVITIES

10. There shall be no discrimination against any employee because of Union membership or activities. It is agreed that Union duties and activities will not be carried on during hours of work or on the Employer's premises. This shall not prevent the Union officials from entering stores to satisfy themselves that this Agreement is being observed nor from conducting election of stewards when they deem it necessary.

LAYOFFS, PROMOTIONS AND SENIORITY

11. In layoffs and rehiring or reduction from full-time to part-time and subsequent reinstatement to full-time, the Employer shall conform to the ordinary rules of seniority, within the seniority areas, as contained in Schedule "B" of this Agreement.
12. When full time rated job openings occur or are about to occur, involving promotions within the bargaining unit, the Employer will post notice, for the same classification of store where the original vacancy occurs of the opening, showing the rate of pay, in all stores in the seniority area where the opening occurs,

at least two (2) weeks in advance of the permanent filling of the position. All full-time employees shall be given the opportunity of bidding for the position. Preference will be given to the employee having the longest full-time seniority if said employee is qualified for the promotion, and if not, to the employee having the next longest full-time seniority if said employee is qualified, etc. Qualifications of employees for promotion will be determined in accordance with past practices. The Union office shall be notified of all employees who bid for a job and the successful bidder.

13. Rated job classifications referred to in Paragraph 12 are as follows: Meat Department Head; Produce Department Head (which shall include certain Other Self-Service stores as defined in Schedule "A" of this Agreement); Coffee-Dairy Head, Head Cashier and Boxman in Super Market type stores; Second Man in Other Self-Service store and Man in Charge of a Night Crew. In the event of a reduction in the working force, employees in rated job classifications may be "bumped" only by employees within said rated job classifications.
14. The procedure outlined in Paragraph 12 shall be followed on full-time job openings not involving promotion, except that in such cases, qualifications being relatively equal, part-time seniority will govern.
15. Full time employees reduced to part time shall be given all available work in the seniority area short of overtime conditions, and no new full-time employees shall be hired until such full-time employees reduced to part-time have been reinstated to full-time. Said employees may be worked forty (40) hours per week which may include more than one (1) night's work beyond 6:00 P.M. without the application of time and one-half, in excess of one (1) night per week after 6:00 P.M., as set

forth in Paragraph 50 of this Agreement, for the express purpose of maintaining their forty (40) hour status. Said employees shall be reinstated to full-time, limited to working one (1) night per week beyond 6:00 P. M., in accordance with past practice and seniority.

16. Where practicable, the Employer shall endeavor to combine existing part-time assignments by seniority within each store, providing the employee is able to perform the work available so as to provide the maximum part-time employment per individual within the definition of part-time employment and to further create as many full-time positions as possible.
17. Seniority shall be calculated by continuous service with the Employer from the last employment date. Employees laid off and subsequently rehired by the Employer within six (6) months from the layoff date shall retain their former seniority regardless of any change in their places of employment.
18. Employees reduced from full time to part time shall retain all benefits accruing to full-time employees in this Agreement, and they shall not suffer loss of seniority as long as they remain on the payroll. If laid off completely, they shall retain their seniority for a period of six (6) months thereafter. Upon the effective date of the jointly administered Health & Welfare Fund and thereafter, said employees will retain Health and Welfare benefits only as provided for by the Fund, and all other benefits accruing to full time employees according to past practice.
19. Prior notice of not less than one (1) week shall be given to any full-time employee transferred from one store to another within the seniority area, except in an emergency; provided, however, that no notice is necessary

when an employee is replaced by another employee as a result of the application of seniority.

20. All employees absent on account of ill health, and unable to perform any work or attend school, shall retain their seniority for a period of one (1) year from the date of their absence. Sickness leave of absence will commence the week following the receipt by the employee of the final sick benefit payment. For full time employees having five (5) years or more of continuous service with the Employer, the maximum period of absence permitted will be one (1) year, subject to renewal and extension for additional periods of only one (1) year during each renewal. These additional one (1) year renewal periods may be granted only through the joint and mutual consent of both the Union and the Employer.
21. Part time employees' seniority, except for full time work as provided for in Paragraph 14, will apply in the employee's store only, and part-time employees will not be transferred from store to store except in an emergency; provided, however, that under certain conditions, such as but not limited to, a new store opening, part-time employees having the highest seniority should be offered the job providing the greater number of hours of work per week. Availability of part-time employees to perform work assignments must be considered in determining seniority.
22. When a part time employee works a forty (40) hour week, either temporarily or permanently, he will be given credit for his part time experience on the basis of actual hours worked in determining his proper full time wage scale according to Schedule "A" of this Agreement.
23. Employees of the Employer in a capacity outside of the bargaining unit, as set forth in Paragraph 3 above, who are reassigned to em-

ployment within said bargaining unit, shall be considered as new employees for seniority purposes for the first six (6) months of full time employment within the bargaining unit, after which their seniority shall date from their full time employment with the Employer.

24. Employees of the Employer who had previously been employed in a capacity within the bargaining unit subsequent to the establishment of the collective bargaining unit involved and who, while continuously employed by the Employer, were assigned to employment in a capacity outside of the bargaining unit, and who are reassigned to employment within said bargaining unit, shall be considered as having seniority from the date of their full-time employment with the Employer.

25. Employees of the Employer in a capacity outside of the bargaining unit, as set forth in Paragraph 3 above, who are reassigned to employment within said bargaining unit, where such reassignment results in an equal exchange (i. e., one employee is assigned employment from within to outside the bargaining unit at the same time and in the same seniority area as one employee is assigned from outside to within the bargaining unit), said employee shall be given credit for his company seniority, but not to exceed that of the employee he replaces for the first six (6) months of full-time employment within the bargaining unit, after which his seniority shall date from his full-time employment with the Employer.

26. A Grocery Department employee accepting an appointment as an Apprentice Meat Cutter shall be considered to be on a trial basis for a one (1) year period, during which time he may return to the Grocery Department and retain his grocery seniority. His seniority in the Meat Department, as Apprentice Meat Cutter, will commence on the day of his appointment as Apprentice Meat Cutter. After

one (1) year, said employee shall have no seniority in the Grocery Department. Such transfer and trial period will apply only one time per employee, for seniority purposes.

27. If a full time job opening, involving promotion or not, occurs in any seniority area and the provisions of Paragraph 12 have been fulfilled, the job being properly posted, and no employees or no qualified employees in the seniority area have bid for the job, then the Employer may offer the job to an employee from a different seniority area. If such an employee accepts the position, he shall retain his Company seniority. If, however, such an employee desires to return to his former seniority area within one (1) year from the date of transfer, he shall retain his Company seniority in his original seniority area. After a one (1) year period, he will retain his Company seniority only in the seniority area to which he was transferred.

DEFINITION OF EMPLOYEE

28. For the purpose of this Agreement, any employee who works forty (40) or more hours per week for six (6) or more consecutive weeks will be considered a full time employee, except as provided in Paragraph 30 below for the resort areas and a further exception when a part time employee works forty (40) hours per week while relieving for vacations or sickness. Any part time employee who has worked forty (40) hours or more per week for six (6) or more consecutive weeks, unless otherwise excepted, shall be considered working in a regular full time job. At that time the procedures outlined in Paragraph 14 of this Agreement shall be applicable to the job.
29. A part time employee is defined as one who works less than forty (40) hours per week,

or less than thirty-two (32) hours per week during a holiday week.

30. Full time employees reduced to part time shall be paid on a pro-rata basis of their full-time weekly rate, or the part-time rate according to their experience on an accumulative basis, whichever is the greater. They shall acquire service for their full-time rate on the basis of the actual hours worked. In the resort area the Employer shall have the privilege of working any employee forty (40) hours per week during the period May 30 to September 30 as full-time and then reducing them to part-time with a part-time rate according to seniority; provided, however, that any part-time employee who works full-time after September 30th of any year shall be given full-time credit for his entire full time employment, except as otherwise provided for in Paragraph 28 of this Agreement.
31. Seniority areas within the Scranton Unit effective during the term of this Agreement are set forth in the Schedule annexed hereto, made a part hereof, and marked Schedule "B".

LEAVE OF ABSENCE

32. Any member of the Union who is elected or appointed to a full-time position with the Union, or who is elected or appointed as a Delegate or Representative of the Union in any activity necessitating temporary absence from his employment, shall be granted such leave of absence without pay and without loss of any seniority, and at the end of such service in the business of the Union, he shall be re-employed at his former wage rate, plus any increase or less any reduction that may have become effective during his absence. Two (2) weeks' notice must be given to the Employer in the above instances.

33. The maximum period of absence permitted will be one (1) year subject to renewal and extension for additional periods of only one (1) year during each renewal. These additional one (1) year renewal periods may be extended only through the joint and mutual consent of both the Union and the Employer.

MILITARY SERVICE

34. An employee returning from military service shall be put back on the regular job he had, or its equivalent, when leaving for military service; (provided he applies for work within the required period under Selective Service and Training Act requirements) but because on-the-job experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify such an employee for upgrading within the rate range, but same shall be based on payroll service only. If, while in military service, an employee performs commissary store duties he shall be given credit in his rate for the time spent performing such duties, providing satisfactory verification is received by the Personnel Department of the Employer.
35. An employee who is an active member of any National Guard or other military reserve unit, who is required to report for military duty for a period not to exceed two (2) weeks, may be permitted to use this period or part of it for his vacation if he is entitled to vacation. If one of the holidays listed in Paragraph 73 falls within this two (2) week period, said employee will be given another day off with pay or an additional day's pay at the discretion of the Employer, provided he qualifies for holiday pay as otherwise provided for in this Agreement.

MATERNITY LEAVE OF ABSENCE

36. Maternity leave of absence without pay and without loss of seniority, will be granted, upon request, for a period not to begin earlier than the second (2nd) month of pregnancy nor later than the beginning of the sixth (6th) month of pregnancy, and in any event the total leave of absence not to exceed one (1) year, provided the employee has had one (1) year or more of continuous full time service; or, in the case of a part time employee, eighteen (18) months or more of continuous part time service.

GRIEVANCES AND ARBITRATION

37. In the case of any complaint arising out of the interpretation or application of any provision of this Agreement on the part of either the Employer or the Union, the matter shall be taken up in the first instance between the Employer and the Union without delay.
38. Should these parties be unable to settle any grievances arising out of the interpretation or application of any provisions of this Agreement, the matter may be referred by either party to a Board of Arbitration consisting of one (1) member selected by the Employer, one (1) member selected by the Union and the third (3rd), who shall act as Chairman, selected by the two as chosen.
39. Either the Employer or the Union may submit such unsettled grievance to arbitration by giving written notice of the name of their board member and the issue it desires to arbitrate to the other party within two (2) days of the failure of the conference referred to in Paragraph 37 to adjust the difficulty.
40. It is agreed that the parties shall make every effort to choose the Impartial Arbitrator themselves. Only in the event they are unable to agree upon the impartial arbitrator

within five (5) days, the American Arbitration Association shall be requested to appoint the third arbitrator.

41. The majority of the Board of Arbitration must render a decision not later than thirty (30) days after the grievance has been submitted to them. This period may be extended beyond the thirty (30) days only through the joint and mutual consent of both the Union and the Employer.
42. The expense of the third and impartial arbitrator shall be shared equally by the parties to this Agreement, and the decision of the Board shall be final and binding upon both parties.
43. At any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to its responsibility of representing any aggrieved employee covered by this Agreement; to decline to process a grievance, complaint, difficulty or dispute further, if in the judgement of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement or has been amicably adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.
44. All grievances must be brought to the attention of the parties hereto within four (4) weeks after the occurrence.

TRIAL PERIOD AND APPROVAL

45. The first thirty (30) days employment service of an employee shall be considered a trial period. The Employer may dismiss or discharge any new employee for any reason whatsoever within the first thirty (30) days of his employment, and there shall be no right to appeal.

46. In case of disciplinary action, suspension, or discharge of an employee who has been in the service of the Employer for more than thirty (30) days, such employee shall have the right to appeal to the Union within two (2) weeks after the date of discharge. The Employer will notify the Union promptly of any suspension or discharges. Upon such appeal, the Employer and the Union shall jointly investigate the reasons for such disciplinary action, suspension or discharge and the justification thereof. If the Union and the Employer cannot agree as to the justification of such disciplinary action, suspension or discharge, the matter shall be arbitrated in accordance with the provisions of Paragraphs 37, 38, 39, 40, 41, 42, 43 and 44.

ENFORCEMENT OF STANDARDS

47. The Union agrees to do everything within its power to enforce the Employer's rules and regulations and through advice, instruction and example, to maintain the highest standard of work.

STRIKES AND LOCKOUTS

48. It is mutually agreed by the parties to this Agreement there shall be no strike or stoppage of work by the employees or by the Union, nor shall there be any lockout by the Employer during the life of this Agreement, and any differences or misunderstandings which may arise out of the interpretation or application of any provision of this Agreement between the contracting parties shall be amicably adjusted by and between the parties themselves. If the parties themselves cannot amicably adjust the differences, the matter shall be referred to a Board of Arbitration as provided in Paragraphs 37, 38, 39, 40, 41, 42, 43 and 44.

49. Nothing herein contained shall compel any employee to walk through a picket line set up as a part of a duly authorized and legally called strike against the Employer. The Union will notify the Employer and employees within twenty-four (24) hours of the authenticity and legality of such strikes.

WORK WEEK

50. The work week shall consist of five (5) days to be worked within forty (40) hours. All work in excess of five (5) days per week or forty (40) hours per week shall be on an overtime basis at the rate of time and one half. Work performed by full-time employees before 7:00 A. M. (6:00 A. M. in resort areas, May 30 to September 30) or after 6:00 P. M., with the exception of 10:00 P. M. on any one (1) night each week, shall be at time and one half. Work performed by part-time employees between 7:00 A. M. (6:00 A. M. in resort areas, May 30 to September 30) and store closing hours shall be at the straight time hourly rate. Work performed by part-time employees before 7:00 A. M. (6:00 A. M. in resort areas, May 30 to September 30) and after store closing hours will be paid at the rate of time and one half.
51. Any full-time employee working a shift of ten (10) hours or more shall not be required to work more than eight and one half (8½) hours on the day preceding or following such a shift of ten (10) hours or more, unless overtime is involved, or unless classified as a night shift employee.
52. No split shifts will be permitted.
53. Employees may be scheduled to work up to thirty (30) minutes after the regular store closing hours, within the work week for full-time employees and within the limits of hours

for part-time employees without being eligible for premium or overtime pay, except as otherwise herein provided, and provided further, that the scheduling of employees to work up to thirty (30) minutes after regular store closing hours shall be on a rotation basis.

RELIEF PAY

54. In a department where the Meat Department Head, Produce Department Head, Boxman, Head Cashier, Coffee-Dairy Head, Second Man in charge of an Other Self-Service store or Head of the Night Crew is off three (3) or more days, including his normal day off in any one (1) week, the relief man shall receive an additional amount representing the difference between the contract rate for his position and the contract rate for the position in which he relieves, for the time spent in relief, but in no case will he be paid in excess of the actual salary of the individual being relieved.

NIGHT SHIFT

55. Any employee working two (2) or more nights per week shall be entitled to a night shift premium of six (\$6.00) dollars per week. A night shift is defined as follows:
- (a) A shift commencing after store closing hours, or
 - (b) A shift commencing at 5:00 A. M. or not later than 6:00 A. M.
56. Any employee who has served one (1) or more consecutive years on a night shift shall have the right to exercise his seniority for day work within his store only, providing the employee who is to be bumped on day work can qualify for night shift work, and further providing that not more than one such change

shall take place in the individual store within a thirty (30) day period.

57. In the case of an emergency causing the absence from work of a night shift employee, another full-time employee may be worked two (2) nights or more on the night shift at the six (\$6.00) dollar night premium rate. For any employee worked on the night shift for less than two (2) nights, overtime rates shall apply.
58. In addition to the six (\$6.00) dollar per week premium, the Man in Charge of the Night Crew shall receive four (\$4.00) dollars per week over and above his scale.
59. The above rates are to be considered regular wage rates for such employees for purposes of compensation for vacations, holidays, sick pay and overtime. In no case will a night shift consist of one (1) employee.
60. No night shift employee will be scheduled to work between 6:00 P. M. Christmas Eve and 5:00 A. M. the day after Christmas, nor between 6:00 P. M. New Year's Eve and 5:00 A. M. January 2nd.

HOLIDAY WORK WEEK

61. During a holiday week, the work week for all full-time employees shall consist of four (4) days to be worked within thirty-two (32) hours. All work in excess of the above limitations for full-time and part-time employees during a holiday week shall be paid for at the rate of time and one half. In the event major competition requires the Employer to keep its stores open after 6:00 P. M. on Christmas Eve or New Year's Eve, all time worked after 5:00 P. M. by full and part-time employees will be at the rate of time and one half.

OVERTIME AND WORKING CONDITIONS

62. Overtime shall be worked when necessary and shall be paid for in cash at the appropriate overtime rates.
63. Any employee called in to work on his regularly scheduled day off will be guaranteed four (4) hours at overtime rates, and his work schedule for the remainder of the week shall remain unchanged.
64. Meal periods, without pay, shall be specified by the Employer, but shall consist of one (1) hour unless a one half ($\frac{1}{2}$) hour meal period is mutually agreed upon between the Employer and the employee. It is agreed a reasonable period of time shall elapse between the beginning of a shift and the assignment of a meal period.
65. Full time employees shall receive two (2) fifteen (15) minute rest periods daily, unless scheduled for a short day's work, not involving a meal period, when one (1) fifteen (15) minute rest period shall be granted. Rest periods shall be scheduled as near as possible to the middle of the work period. Part-time employees shall receive one (1) fifteen (15) minute rest period for each scheduled four (4) hours, except if scheduled for seven (7) hours in a work day, when they shall be granted two (2) fifteen (15) minute rest periods. Any employee scheduled to work twelve (12) or more hours in a work day shall receive a third (3rd) rest period of fifteen (15) minutes, which shall be taken after the ninth (9th) hour of work.
66. Overtime as used in this Agreement shall mean overtime exclusive of regular weekly wages. In no case will overtime be paid on overtime.
67. Part time employees called in and reporting for work shall be guaranteed eight (8)

hours on Friday and/or the long day preceding a holiday, six (6) hours on Saturday, and four (4) hours on all other days; provided, however, the employee is regularly available for such work. This provision shall not apply to anyone unable to work the guaranteed time. The guarantees in this paragraph are contingent upon there being no condition beyond the Employer's control, such as fires, floods, civil disorders, etc., which prevents or interferes with the normal operation of the business.

68. When any employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule in order to avoid overtime.

COST OF TRANSPORTATION

69. The Employer agrees to pay the difference in the cost of transportation to full-time employees temporarily transferred from one location to another on the following basis when such transfer increases their normal cost of transportation:

The difference in the cost of public transportation, if available and convenient, according to the employee's work schedule, otherwise a rate of seven (7c) cents per mile.

HOLIDAYS

70. All work performed on the legal holidays listed in Paragraph 73 below shall be compensated at twice the employee's straight time hourly rate in addition to the straight time holiday pay.
71. Upon the completion of ninety (90) days with the Employer, regular full-time employees shall be paid eight (8) hours at the straight time hourly rate if there is no work to be performed on said holidays, provided the employee works on his/her scheduled

work day before and his/her scheduled work day after such holiday, Sundays excepted, unless legitimately excused.

72. Triple time will be paid for all work performed on Sundays only when the store is open for business, except in cases of emergencies which may include competitive store openings. In such instance double time will be paid (straight time plus straight time). When the store is not open for business, work performed on Sundays as a result of an emergency shall be compensated at the rate of double time (straight time plus straight time).

73. During the life of this Agreement the following holidays or the days observed as such shall be celebrated:

New Year's Day	Labor Day
Easter Monday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

When a holiday referred to in this paragraph falls on a Sunday, the following Monday will be observed.

74. Upon the completion of three (3) months' service with the Employer, regular full-time employees shall be entitled to two (2) personal holidays of eight (8) hours each within each calendar year, and part employees shall be entitled to two (2) personal holidays of four (4) hours each within each calendar year, which may be taken at a time which is mutually satisfactory to the Employer and the employees. One (1) personal holiday shall be taken in the first six (6) months of the calendar year and the second shall be taken in the second six (6) months of the calendar year. If the employee has not made his selection by June 1 for the first (1st) personal holiday and December 1 in the case of the second (2nd) personal holiday, the Employer shall assign

the personal holidays. However, if not taken, the employee is still entitled to said personal holidays in accordance with past practice.

75. All part time employees, upon the completion of ninety (90) days, but less than one (1) year of continuous service with the Employer, shall be paid four (4) hours holiday pay at the straight time hourly rate, provided, one of the holidays listed in the paragraph 73 above falls on a day he/she would normally be scheduled to work, provided such employee works his/her scheduled work day before and his/her scheduled work day after such holiday, Sundays excepted, unless legitimately excused. Work schedules shall not be changed for the purpose of avoiding holiday pay.

A part time employee with one (1) or more years of continuous service, regardless of whether he/she is normally scheduled to work on the day that the holiday falls, shall receive holiday pay of four (4) hours, provided he/she works at least one (1) day during the calendar week in which the holiday falls and provided such employee works his/her scheduled work day before and his/her scheduled work day after such holiday.

DEATH IN FAMILY

76. In the case of a death in the immediate family of a full-time employee (i.e., the death of a parent, spouse, child, brother, sister, mother-in-law, father-in-law) the Employer shall grant a leave of three (3) continuous days to the said employee with regular pay for said days.

JURY DUTY

77. Full time employees actually summoned and serving on juries will be granted time off, when needed, for actual jury duty and will

receive the difference between their straight time basic weekly pay and the amount received while on jury duty, except such jury duty fee which they receive while on their normally scheduled day off. They will be expected to work on days when the jury is not in session, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay, nor his normal weekly schedule.

VACATIONS

78. Full time employees with one (1) or more years of continuous service will be granted vacations as follows:

Annual Vacation
One (1) week after one (1) year continuous full time service

Two (2) weeks after three (3) years continuous full time service

Three (3) weeks after eight (8) years continuous full time service

Four (4) weeks after eighteen (18) years continuous full time service

(Effective Jan. 1, 1969)

Four (4) weeks after seventeen (17) years continuous full time service

Five (5) weeks after twenty-five (25) years continuous full time service

(Effective Jan. 1, 1970)

Four (4) weeks after sixteen (16) years continuous full time service

Pro-Rata Vacation on Termination

1/12 week for each full month of service

2/12 week for each full month of service

3/12 week for each full month of service

4/12 week for each full month of service

(Effective Jan. 1, 1969)

4/12 week for each full month of service

5/12 week for each full month of service

(Effective Jan. 1, 1970)

4/12 week for each full month of service

Vacations in excess of two (2) weeks will be on the basis of two (2) weeks uninterrupted vacation and the third, fourth, and fifth week will be mutually agreed to by the Employer and the employee.

79. A vacation schedule must be posted by January 2nd of each year and remain posted during the entire calendar year. Vacations must be selected by April 1st of each year by all eligible employees, covered by the Agreement, on the basis of length of service with the Employer, subject to the requirements of the business, with preference given to full-time employees.
80. Any employee failing to select vacation by said date, will be assigned vacation by management and said vacation noted on the vacation schedule by April 15th of each year. Any change to the vacation schedule after April 1st, of each year, must be made by mutual agreement.
81. Part-time employees shall be granted vacation with pay pro-rated on the average weekly hours for the year under the same terms and conditions as set forth for full-time employees. For vacations credit purposes, part-time employees advanced to full-time subsequent to Jan. 1, 1961, will be given vacation credit based on their accumulated hours. Part time employees may not be required to take vacation time off. By mutual agreement between the Employer and employee, part time employees may work during the week selected as their vacation at their straight time hourly rate. Said part time employees, may, by mutual agreement, select another week for vacation time off with pay or receive vacation pay in lieu thereof.
82. Full time employees reduced to part time and subsequently reinstated to full-time shall be considered to have no break in full-time employment for vacation purposes.
83. In the event the service of any employee is terminated for any reason whatsoever, voluntarily or involuntarily, except for discharge

due to dishonesty, before the vacation earned has been taken, there shall be paid to such employee salary covering the period of vacation to which he is entitled upon the termination of such services in accordance with the vacation entitlement outlined in Paragraph 78.

84. If one of the holidays specified in Paragraph 73 falls within a full time employee's vacation, the employee shall be granted one (1) additional day's paid vacation, any day during the week following his/her vacation, or an equivalent day's pay based on one-fifth (1/5th) of his regular weekly salary at the option of the Employer. This provision applies even though the holiday falls on the day of the week which would ordinarily be the day off of the employee.
85. The provisions of Paragraph 84 above shall apply to part-time employees otherwise eligible for holiday pay.
86. Full time employees called in and reporting for work while on vacation will be guaranteed a minimum of four (4) hours work. Said work will be paid at the rate of time and one-half in addition to the employee's vacation salary.

WAGES

87. The wage scale to be effective during the term of this Agreement is set forth in the Schedule annexed hereto, made a part hereof, and marked Schedule "A".

PRIVILEGE CLAUSE

88. No members of the Union shall suffer a reduction in wages or a reduction in vacation time by any provision of this Agreement and all privileges not covered hereby shall continue as heretofore and shall not be eliminated or abridged by virtue of the signing of this Agreement.

89. All new employees shall be given credit for prior retail chain or comparable store, grocery, or meat experience acquired within five (5) years prior to the date of employment with the Employer, provided this experience is declared at the time application for employment is made, subject to verification by the Personnel Department of the Employer.

LAUNDRY

90. All coats and aprons required by the Employer to be worn in the Store, shall be furnished and laundered by the Employer.

UNION STORE CARD

91. The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by this Agreement to be displayed in the customer area of the premises. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

VALIDITY OF CONTRACT

92. The parties hereto agree that should any part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said part or paragraph shall not affect the validity and enforceability of any other part or paragraph hereof, and the remainder of this Agreement shall continue in full force and effect. The parties also agree to renegotiate any article, part or paragraph of this Agreement that has been declared unlawful, invalid or unenforceable as specified above.

STEWARDS

93. It is understood that the Stewards of the Union, at all times, shall be full-time employees and shall be the last to be laid off or reduced in classification as a result of a reduction in the work force, and the Union shall furnish the Employer with a complete list of Stewards which shall be supplemented from time to time as may be necessary.
94. The store Manager will inform store Stewards regarding any change in personnel in their Stores or any change in the status of employees.
95. It is understood that the Union will use its best efforts to secure as Stewards a high calibre of employee who shall be required to conform to the standards and qualifications required by the Union.

WORK SCHEDULE

96. The Employer agrees to post a work schedule, in ink, in each store and market by Saturday preceding the week for which it becomes effective, however, the Employer reserves the right to make necessary changes due to emergencies which may arise. Any employee who is not scheduled to work on Saturday will be notified not later than his quitting time Friday of his schedule for the following week. Work schedules of employees should remain unchanged from week to week whenever possible, so that employees' days off will be uniform.
97. Once the work schedule is posted and an emergency arises, defined herein as absence caused by sickness, accident or death in family, or unexcused absence, and the Employer has made a sincere effort to call in any full-time employees reduced to part-time without suc-

cess, then part-time employees may be offered work in accordance with seniority for the calendar week in which the emergency occurs, without it being considered in violation of Paragraph 15 above.

SICK LEAVE

98. The Employer agrees that for all full-time employees on the payroll December 1, 1952, it will continue in effect its sick leave plan and compensate its authorized legitimate absences caused by illness, on the following basis:—

Full-time employees whose length of service with the Employer is as follows:—	Shall be entitled to the following schedule of payments:—
3 months to 1 years' service	1 week at full pay 2 weeks at half pay
1 year to 2 years' service	2 weeks at full pay 3 weeks at half pay
2 years to 5 years' service	3 weeks at full pay 5 weeks at half pay
5 years to 10 years' service	5 weeks at full pay 7 weeks at half pay
Over 10 years' service	7 weeks at full pay 9 weeks at half pay

99. For full-time employees hired subsequent to December 1, 1952, the same policy shall apply except that the first bracket shall read, "6 months to 1 year's service" and the schedule of payments shall apply after the third (3rd) day of illness.

HOSPITAL SURGICAL PLAN

100. All the provisions contained in the booklet entitled "Blue Cross Hospital and Blue Shield Medical-Surgical Benefits for Certain Employees of The Great Atlantic & Pacific Tea

Company, Incorporated, Scranton Unit", are made a part of this Agreement with the following stipulations:

The Employer will purchase and maintain at its sole expense the Blue Cross Hospitalization and Blue Shield Medical-Surgical Plan "B" or comparable coverage for all full-time employees with six (6) months or more full-time service with the Employer, provided they make application for this coverage. Said Blue Cross/Blue Shield plans are to cover the individual employee, said employee's spouse, and all unmarried children under nineteen (19) years of age.

101. Said Hospital-Surgical Plan shall also provide for:

- (a) The payment of the fee for the administration of anesthesia by other than a paid employee of a hospital, not to exceed twenty per cent (20%) of the allowable surgical fee for the surgical procedure involved. In any event the maximum fee payable shall not exceed sixty (\$60.00) dollars.
- (b) Treatment in a hospital within seventy-two (72) hours of an accident.
- (c) Maximum of ten (10) days hospital stay for the delivery of each child.
- (d) Effective on the first (1st) day of the month following ratification of this Agreement, out-patient diagnostic coverage will be available to all eligible employees and their eligible dependents. This coverage will cover only electroencephalogram, electrocardiogram, basal metabolism and X-ray examinations. Maximum benefit of seventy-five (\$75.00) dollars per schedule in any twelve (12) month period for any eligible employee and eligible dependent.

GROUP LIFE INSURANCE

102. Eligible full-time employees shall be covered by the Company National Group Life Insurance Program, the details of which are as outlined in the booklet attached hereto, and made a part hereof. The Union agrees that if the Plan is subsequently altered, modified or discontinued on a National Company basis or otherwise, such change will not be subject to the grievance and arbitration procedure as provided in Paragraphs 37, 38, 39, 40, 41, 42, 43 and 44, and will not be considered as a violation of this Agreement; however, Paragraph 48 (no strike clause) will continue to apply.

HEALTH AND WELFARE FUND

103. Effective January 5, 1970, the Employer agrees to the following contributions to a jointly administered Health and Welfare Fund, in lieu of the health and welfare benefits outlined in Paragraphs 98, 99, 100, 101 and 102 of this Agreement. It is understood between the parties hereto that as of the effective date hereof the employees covered by this Agreement shall cease to participate or become eligible to participate in the benefit plans of the Employer outlined herein.
104. Effective January 5, 1970, to and including July 4, 1970, the Employer will contribute twenty (20c) cents per hour on behalf of each regular full time employee with six (6) months' continuous active full time service, for each hour worked up to a maximum of forty (40) hours per week, not excluding holidays and vacation periods, into a jointly administered Health and Welfare Fund. The hourly contri-

bution by the Employer will commence with the first (1st) full payroll week following the first (1st) of the month after completion of six (6) months of continuous active full time employment with the Employer.

105. Effective July 5, 1970, and for the remainder of this Agreement, the Employer shall contribute to the Fund the sum of twenty-three (23c) cents per hour under the same terms and conditions as set forth in Paragraph 103 above.

106. Effective January 5, 1970, and for the remainder of this Agreement, the Employer will contribute the sum of seven (7c) cents per hour to the Fund mentioned above on behalf of each part time employee with six (6) months' continuous active part time service, for each part time hour worked to provide health and welfare benefits for part time employees. The hourly contribution by the Employer will commence with the first (1st) full payroll week following the first (1st) of the month after completion of six (6) months' continuous active part time employment with the Employer.

107. Effective January 5, 1970, and for the remainder of this Agreement, the Employer shall contribute an additional sum of one (1c) cent per hour for full time employees currently eligible for sickness benefits commencing with the first (1st) day of illness, for each hour worked up to a maximum of forty (40) hours per week, not excluding holidays and vacation periods.

108. The plan shall conform to the legal requirements of the provisions of the law, both State and Federal.

109. The plan shall include coverage under the New York State Disability Law.

110. The Health and Welfare Fund shall be governed by a Board of Trustees, consisting of equal numbers to be designated by the Employer and the Union.
111. The Trustees of the Fund shall work out the benefit program within the money provided, on an actuarially sound basis.
112. The Employer shall continue the health and welfare benefits as outlined in Paragraphs 98, 99, 100, 101 and 102 of this Agreement for regular full time employees up to and including January 4, 1970.

PENSION PROVISION

113. The Employer agrees to contribute to the Retail Clerks Tri-State Pension Plan Fund five (5c) cents per hour worked for each full-time employee up to a maximum of forty (40) hours per week during the term of this Agreement. For the purpose of this paragraph, a "full-time employee" is defined as an employee who has completed a thirty (30) day probationary period and is regularly and continuously scheduled to work a forty (40) hour week. Paid holidays and paid vacations shall be considered as time worked.

It is further understood and agreed that the Retail Clerks Tri-State Plan and Trust Agreement shall be considered as Appendix 1 of this Agreement. This plan shall include, among other things:

- (a) A provision that a participant under the plan who has reached his sixty-fifth (65th) birthday shall be eligible for a monthly pension of three dollars and twenty-five cents (\$3.25) for each completed year of credited service, with a maximum of forty (40) years' service.
- (b) A provision for a death benefit of one thousand (\$1,000) dollars which shall be

the only survivor benefit under the plan.

- (c) A provision for early retirement at age fifty-five (55) and fifteen (15) years of credited service — actuarially reduced — shall be provided under the plan as a substitute for the present early retirement provision.

Effective October 1, 1968, and for the remainder of this Agreement, the Employer agrees to contribute an additional sum of three and one-half (3½c) cents per hour to the Fund in order to provide a monthly pension of four dollars and fifty cents (\$4.50) for each completed year of credited service with a maximum of forty (40) years' service.

The pension plan must have the continuing approval of the Internal Revenue Service as an exempt plan.

It is agreed that it shall be mandatory that each employee covered by this Agreement shall retire the first (1st) day of the month following his or her sixty-fifth (65) birthday.

It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the plan.

DURATION OF AGREEMENT

114. This Agreement shall be in full force and effect from July 7, 1968 until and including the third (3rd) day of July, 1971 and shall continue in effect from year to year from July 3, 1971 unless either party serves notice in writing on or before March 3, 1971 or March 3rd of any year thereafter, of a desire for termination of or changes in the Agreement. In the event either party serves such

notice, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that pending the results of the negotiations, neither party shall change the conditions existing under the Agreement.

115. The parties hereto, their successors in title and assigns, intending to be legally bound by this Agreement, have executed this Agreement this 7th day of July, 1968 by their duly authorized representatives.
-

FOR THE EMPLOYER:

**THE GREAT ATLANTIC AND PACIFIC
TEA COMPANY, INCORPORATED**

F. G. Trener

J. J. Mac Millan

FOR THE UNION:

Fred Blair, Sec.-Treas., Local 1687

S. D. Lewis, Pres., Local 1687

James M. McCawley, Pres. Local 1393

SCHEDULE "A" WAGES

1. All full time and part time employees on the payroll July 6, 1968 will be granted the following increases on their existing rates or be advanced to the new wage schedule, whichever is the greater.

Effective 7/7/68

Meat Department Head	.....	\$8.00	per week
Journeyman	.....	8.00	" "
Meat Apprentice	.....	8.00	" "
All other Full Time	.....	8.00	" "
All Part Time	.....	.20	per hour

2. All full time and part time employees on the payroll July 5, 1969 will be granted the following increases on their existing rates or be advanced to the new wage schedule, whichever is the greater.

Effective 7/6/69

Meat Department Head	.....	\$7.00	per week
Journeyman	.....	7.00	" "
Meat Apprentice	.....	7.00	" "
All other Full Time	.....	6.00	" "
All Part Time	.....	.15	per hour

3. All full time and part time employees on the payroll July 4, 1970 will be granted the following increases on their existing rates or be advanced to the new wage schedule, whichever is the greater.

Effective 7/5/70

Meat Department Head	.....	\$8.00	per week
Journeyman	.....	8.00	" "
Meat Apprentice	.....	8.00	" "
All other Full Time	.....	6.00	" "
All Part Time	.....	.15	per hour

NEW WAGE SCHEDULE

4. Full Time Employees:

	Effective 7/7/68 to 7/5/69 40 Hr Wk.	Effective 7/6/69 to 7/4/70 40 Hr. Wk.	Effective 7/5/70 to 7/3/71 40 Hr. Wk.	
Meat Dept. Head				
Supermarkets	\$154.00	\$162.00	\$171.00	
Special Developments	149.00	157.00	166.00	39
Other Self Service	143.00	151.00	160.00	
Produce Dept. Head				
Supermarkets	\$136.50	\$143.50	\$150.50	\$7
Special Developments	131.50	138.50	145.50	
Other Self Service over \$750 weekly Produce volume	121.00	128.00	135.00	\$7
*Coffee-Dairy Head, Head Cashier, 2nd Man Other Self Service Store				
1st 6 months	\$ 79.00	\$ 84.00	\$ 89.00	
2nd 6 months	84.00	89.00	94.00	
3rd 6 months	94.00	100.00	106.00	
4th 6 months	102.00	108.00	114.00	
5th 6 months	110.00	116.00	122.00	
Thereafter	119.00	125.00	131.00	46
Journeyman	\$133.00	\$140.00	\$148.00	118

NEW WAGE SCHEDULE (Cont'd.)

	Effective 7/7/68 to 7/5/69 40 Hr. Wk.	Effective 7/6/69 to 7/4/70 40 Hr. Wk.	Effective 7/5/70 to 7/3/71 40 Hr. Wk.
Meat Apprentice			
1st 6 months	\$ 99.00	\$106.00	\$114.00
2nd 6 months	106.00	113.00	121.00
2nd year	113.00	120.00	128.00
3rd year	122.00	129.00	137.00
Thereafter	133.00	140.00	148.00
Full-Time Clerk, Checker, Weigher & Wrapper			
1st 6 months	\$ 75.00	\$ 80.00	\$ 85.00
2nd 6 months	80.00	85.00	90.00
3rd 6 months	90.00	96.00	102.00
4th 6 months	98.00	104.00	110.00
5th 6 months	106.00	112.00	118.00
Thereafter	115.00	121.00	127.00
Full-Time Checker, Weigher & Wrapper			
1st 6 months	\$ 70.00	\$ 75.00	\$ 80.00
2nd 6 months	75.00	80.00	85.00
3rd 6 months	83.00	89.00	95.00
4th 6 months	90.00	96.00	102.00
5th 6 months	98.00	104.00	110.00
Thereafter	106.00	112.00	118.00

NEW WAGE SCHEDULE (Cont'd.)

5. Part Time Employees

	Effective 7/7/68 to 7/5/69 Per Hour	Effective 7/6/69 to 7/4/70 Per Hour	Effective 7/5/70 to 7/3/71 Per Hour
Journeyman	\$3.325	\$3.50	\$3.70

6. Other Part Time Employees

A. Hired prior to July 7, 1968:

Part-Time Clerk, Checker, Weigher & Wrapper

1st 6 months	\$1.90	\$2.05	\$2.20
2nd 6 months	1.95	2.10	2.25
3rd 6 months	2.05	2.20	2.35
4th 6 months	2.15	2.30	2.45
5th 6 months	2.275	2.425	2.575
Thereafter	2.475	2.625	2.775

Part-Time Checker, Weigher & Wrapper

1st 6 months	\$1.80	\$1.95	\$2.10
2nd 6 months	1.85	2.00	2.15
3rd 6 months	1.95	2.10	2.25
4th 6 months	2.05	2.20	2.35
5th 6 months	2.175	2.325	2.475
Thereafter	2.375	2.525	2.675

B. Hired on or after July 7, 1968:

Part-Time Clerk, Checker, Weigher & Wrapper

1st 30 days	\$1.75	\$1.85	\$1.95
Next 11 months	1.85	2.00	2.15
2nd year	1.95	2.10	2.25
3rd year	2.30	2.45	2.60
Thereafter	2.50	2.65	2.80

NEW WAGE SCHEDULE (Cont'd.)

Part-Time Checker Weigher & Wrapper	Effective 7/7/68	Effective 7/6/69	Effective 7/5/70
	to 7/5/69	to 7/4/70	to 7/3/71
	Per Hour	Per Hour	Per Hour
1st 30 days	\$1.70	\$1.80	\$1.90
Next 11 months	1.80	1.95	2.10
2nd year	1.90	2.05	2.20
3rd year	2.25	2.40	2.55
Thereafter	2.40	2.55	2.70

7. The Employer reserves the right to determine which stores shall be designated as Supermarkets, Special Developments, Other Self-Service and Service Stores.

8. The Employer agrees each store designated as a Supermarket will have one (1) Boxman to be paid three dollars and fifty cents (\$3.50) in excess of the Journeyman Butcher rate as specified in Schedule "A."

9. The Employer agrees that a Relief Manager of an Other Self-Service store will receive the salary of the store Manager when relieving for one (1) full week (5 or 6 days) or more, or he shall receive his regular rate plus time and one-half for all time worked in excess of five (5) days, forty (40) hours, whichever is greater.

*Coffee-Dairy Head, Head Cashier — Supermarket type stores only.

SCHEDULE "B"

SCRANTON UNIT SENIORITY AREAS

(1)

All Scranton, Pa. Stores
Avoca, Pa.
Blakely, Pa.
Clarks Summit, Pa.
Dickson City, Pa.
Dunmore, Pa.
Laceyville, Pa.
Moscow, Pa.
Nicholson, Pa.
Old Forge, Pa.
Tunkhannock, Pa.

(3)

All Elmira, N.Y. Stores
Addison, N.Y.
Athens, Pa.
Canton, Pa.
Cayuga Heights, N.Y.
Corning, N.Y.
Dushore, Pa.
Horseheads, N.Y.
Ithaca, N.Y.
Mansfield, Pa.
Painted Post, N.Y.
Towanda, Pa.
Waverly, N.Y.
Wellsboro, Pa.
Wyalusing, Pa.

(2)

All Binghamton, N.Y.
Stores
All Endicott, N.Y.
Stores
Deposit, N.Y.
Downsville, N.Y.
Hallstead, Pa.
Hancock, N.Y.
Hillcrest, N.Y.
Johnson City, N.Y.
Kirkwood, N.Y.
Margaretville, N.Y.
Montrose, Pa.
Owego, N.Y.
Sidney, N.Y.
Susquehanna, Pa.
Vestal, N.Y.
Walton, N.Y.
Windsor, N.Y.

(4)

Brodheads ville, Pa.
Frackville, Pa.
Jim Thorpe, Pa.
Lansford, Pa.
Lehigh ton, Pa.
Lykens, Pa.
Minersville, Pa.
Mt. Pocono, Pa.
Mountain Home, Pa.
Palmerton, Pa.
Port Carbon, Pa.
Portland, Pa.
Pottsville, Pa.
St. Clair, Pa.
Schuylkill Haven, Pa.
Slatington, Pa.
Stroudsburg, Pa.
Tamaqua, Pa.
Tower City, Pa.
Tremont, Pa.

(5)

Callicoon, N.Y.
Carbondale, Pa.
Eldred, N.Y.
Ellenville, N.Y.
Forest City, Pa.
Hawley, Pa.
Honesdale, Pa.
Jeffersonville, N.Y.
Liberty, N.Y.
Livingston Manor, N.Y.
Monticello, N.Y.
Roscoe, N.Y.
Waymart, Pa.
Woodridge, N.Y.

(6)

All Wilkes-Barre, Pa.
Stores
Dallas, Pa.
Edwardsville, Pa.
Miners Mills, Pa.
Nanticoke, Pa.
Pittston, Pa.
Plains, Pa.
Plymouth, Pa.
Shickshinny, Pa.
West Pittston, Pa.
Wyoming, Pa.

(7)

All Shamokin, Pa. Stores
Berwick, Pa.
Bloomsburg, Pa.
Danville, Pa.
Freeland, Pa.
Hazleton, Pa.
McAdoo, Pa.
Selinsgrove, Pa.
Sunbury, Pa.
Weatherly, Pa.
West Hazleton, Pa.
White Haven, Pa.

(8)

All Williamsport, Pa.
Stores
Hughesville, Pa.
Lewisburg, Pa.
Loyalsock, Pa.
Mifflinburg, Pa.
Milton, Pa.
Montoursville, Pa.
Muncy, Pa.
Old Lycoming, Pa.

(9)

Ashland, Pa.
Mahanoy City, Pa.
Mt. Carmel, Pa.
Shenandoah, Pa.

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U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212



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April 3, 1970

WV
APR 15 1970

THIRD REQUEST

Retail Clerks International Association
Local #1393
1228-1230 Miners National Bank Building
Wilkes Barre, Pennsylvania

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Great Atlantic and Pacific Tea Company, covering the Atlantic Division Scranton Unit, located in Northwestern Pennsylvania and Southern New York and the Retail Clerks International Association locals #1687 and #1393. 1/ Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated. We would also appreciate your sending us copies of your Health Insurance and Pension agreements. In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Geoffrey H. Moore

GEOFFREY H. MOORE
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

1/ The agreement we have on file
expired in July 1965.

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT approximately 1900
2. Number and location of establishments covered by agreement Stores and their locations are on pages 38 & 39 of agreement
3. Product, service, or type of business Retail food stores
4. If previous agreement has been extended without change, indicate new expiration date _____

Fred Blair (FRED BLAIR) Secretary - Treasurer
 (Your name) (Position)
1228 United Penn Bank Bldg. Wilkes-Barre, Pa.
 (Business Address) (City and State) 18701