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MEMORANDUM OF AGREEMENT

LOCAL 1262 FOODTOWN - MAYFAIR MARKETS

Agreement reached May 1, 1972 by and between Foodtown with Local 1262. The language of the agreement previously in effect between the parties, unless changed by this agreement, shall remain in full force and effect for the term of this agreement.

ARTICLE 5 - REGULAR WORK WEEK AND MAXIMUM HOURS:

Part-time employees reporting to work on Sunday, shall be offered a minimum of four (4) hours work.

(1) Language will be worked out between the parties concerning scheduling of part time hours. Part time employees shall be offered a minimum of four (4) hours work each day they are scheduled to report to work.

(1a) A reduction of the work force, or hours among part time employees shall be done on the basis of seniority within classification. The least senior part time employee shall be the first reduced or laid off provided the remaining employees are able to perform the available work.

(2) Present paragraph remains as stated with the following language added thereto:

Any employee so converting shall receive a full fifty per cent (50%) credit towards advancement to his or her next higher wage progression level.

(3) An employee scheduled to work for six (6) consecutive weeks, shall be re-classified to full-time for purposes of wages and fringe benefits, with the beginning of the seventh (7th) consecutive week (instead of the present eighth (8th) and ninth (9th) week re-classification).

If the employee is re-classified to full time with the seventh (7th) consecutive week, he shall retain such full time classification unless he is

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thereafter scheduled for, and actually works, less than thirty (30) hours per week for six (6) consecutive weeks; he shall then be re-classified to part time on the seventh (7th) consecutive week and shall retain the full time pay and benefits until the sixth (6th) week of work less than thirty (30) hours.

(3a) Add thereto:

And then preference for such work shall be given to former part time employees provided they make written application to the Employer within one (1) week following Easter Sunday.

ARTICLE 7 - WAGE CLAUSE:

(1) The words "merit increases" in each paragraph shall be deleted and replaced with the words "advances in progressions."

(2) Shall be changed by providing for employees who have had verified similar supermarket industry experience in the hired at classification.

ARTICLE 8 - HOLIDAYS:

(1) Washington's Birthday shall be a full holiday. A third (3rd) personal holiday which shall be the anniversary date of employment.

(2) In the event that full time employees are required to work on any holiday listed in paragraph 8 (a), all said full time employees shall be paid at the rate of time and one half (1-1/2) for all hours worked on the holiday.

(3) Part time qualification is reduced to three (3) months of service. Washington's Birthday, Presidential Election Day (If a registered voter), and Anniversary Date of Employment are added as holidays for part time employees and a personal holiday after six (6) months service.

ARTICLE 11 - VACATIONS:

(1) Is changed to read:

Four (4) weeks vacation after fifteen (15) years of service.

ARTICLE 11 - VACATIONS CONT'D:

(2) Is changed by adding thereto:

Fifteen (15) years - Eighty (80) hours pay.

ARTICLE 24 - FUNERAL LEAVE:

(1) Is changed to provide for five (5) days funeral leave in the case of the death of a spouse or a child.

(2) Eligibility is reduced to sixty (60) days service for funeral leave. Pay for scheduled days missed as a result of such leave shall be for the normal number of hours scheduled on said days. There shall be up to five (5) days paid funeral leave in the case of the death of a spouse or a child.

ARTICLE 33 - SICK LEAVE:

(1) The Employer agrees to grant nine (9) days sick leave with pay to all full time employees employed as full time employees ninety (90) days or longer. Sick leave shall be paid after the first (1st) day of each illness. There shall be no sick leave paid for the first (1st) day of said sick leave.

Full time employees eligible for sick leave will receive a bonus of all unused sick leave at the end of the year.

ARTICLE 34 - HEALTH & WELFARE:

(1) Effective May 1, 1972, the Employer will contribute to a jointly administered Health and Welfare Fund with the Union, the sum of twelve dollars (\$12.00) per month for each full time employee with six (6) or more months of service.

(2) Effective May 1, 1972, the Employer will contribute to a jointly administered Health and Welfare Fund with the Union, the sum of six dollars (\$6.00) per month for each part time employee with six (6) or more months of service.

ARTICLE 35 - PENSION:

The Employer agrees to increase its contribution to the Pension Fund to now provide vesting at ten (10) years and an increased maximum benefit of up to two hundred dollars (\$200.00) per month. Such increased contribution shall be made from the first (1st) of the month following approval of the Internal Revenue Service of the amended plan.

ARTICLE 39 - JOB PROTECTION:

Is amended to change the date from April 1, 1969 to April 1, 1972.

ARTICLE 41 - TERMINATION CLAUSE:

This agreement shall take effect April 6, 1972 up to and including April 5, 1973.

WAGES - ACROSS-THE-BOARD INCREASES:

Effective April 3, 1972, full time employees who were on the Employer's payroll prior to April 1, 1972, shall receive an across-the-board increase of twenty dollars (\$20.00) per week for a forty (40) hour week.

Effective April 6, 1972, part time employees who were on the Employer's payroll prior to April 3, 1972, shall receive a fifty cents (50¢) per hour across-the-board increase.



WAGES - PROGRESSION WAGE SCALE:

Full time Clerks, Grocery, Dairy, Produce, Frozen Food and Heavy Duty:

EFFECTIVE APRIL 3, 1972

| | |
|--------------------------|-----------|
| START: | \$ 108.00 |
| THREE (3) MONTHS: | \$ 112.00 |
| SIX (6) MONTHS: | \$ 117.00 |
| TWELVE (12) MONTHS: | \$ 122.00 |
| EIGHTEEN (18) MONTHS: | \$ 127.00 |
| TWENTY-FOUR (24) MONTHS: | \$ 132.00 |
| THIRTY (30) MONTHS: | \$ 144.00 |

Full time Cashiers, Scale and Front End Attendants and Clerks, Miscellaneous

Duties:

EFFECTIVE APRIL 3, 1972

| | |
|--------------------------|-----------|
| START: | \$ 100.00 |
| THREE (3) MONTHS: | \$ 105.00 |
| SIX (6) MONTHS: | \$ 110.00 |
| TWELVE (12) MONTHS: | \$ 115.00 |
| EIGHTEEN (18) MONTHS: | \$ 121.00 |
| TWENTY-FOUR (24) MONTHS: | \$ 128.00 |
| THIRTY (30) MONTHS: | \$ 132.00 |
| THIRTY-SIX (36) MONTHS: | \$ 137.00 |

WAGES - PROGRESSION WAGE SCALE:

Full time Cashiers, Scale and Front End Attendants and Clerks Miscellaneous

Duties:

EFFECTIVE OCTOBER 6, 1972

| | |
|--------------------------|-----------|
| START: | \$ 102.00 |
| THREE (3) MONTHS: | \$ 107.00 |
| SIX (6) MONTHS: | \$ 112.00 |
| TWELVE (12) MONTHS: | \$ 117.00 |
| EIGHTEEN (18) MONTHS: | \$ 123.00 |
| TWENTY-FOUR (24) MONTHS: | \$ 130.00 |
| THIRTY (30) MONTHS: | \$ 134.00 |
| THIRTY-SIX (36) MONTHS: | \$ 139.00 |

EFFECTIVE APRIL 3, 1972

PART TIME EMPLOYEES:

| | |
|--------------------------|---------|
| AFTER THIRTY (30) DAYS: | \$ 2.10 |
| SIX (6) MONTHS: | \$ 2.20 |
| TWELVE (12) MONTHS: | \$ 2.30 |
| EIGHTEEN (18) MONTHS: | \$ 2.40 |
| TWENTY-FOUR (24) MONTHS: | \$ 2.50 |
| THIRTY (30) MONTHS: | \$ 2.70 |

DEPARTMENT MANAGERS:

The Department Manager's premium is increased to twenty dollars (\$20.00) per week.

Where designated full time Head Bookkeepers shall receive a premium of ten dollars (\$10.00) per week.

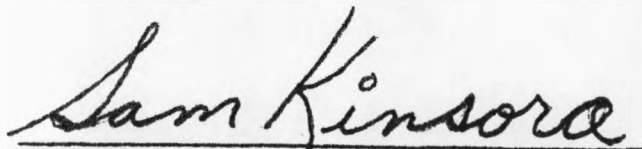
Where designated full time Head Cashiers shall receive a premium of five dollars (\$5.00) per week.

Where designated full time Front End Managers shall receive a premium of ten dollars (\$10.00) per week.

The above premium shall not be duplicated and the Union and the Employer shall meet to discuss such job classifications.

NON-FOOD EMPLOYEES:

The parties shall meet and negotiate non-food employees' wage increases and progression wage scales.


FOR LOCAL 1262

The Department's attention is directed to...

per week.

These amounts...

in dollars (\$10,000) per week.

These amounts...

dollars (\$7,000) per week.

These amounts...

in dollars (\$10,000) per week.

The other...

shall be...

...

The parties shall...

and provisions...

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THE ROOM...