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AGREEMENT BETWEEN

**Retail Store Employees Union Local 1262, RCIA, AFL-CIO, and
FOODTOWN SUPERMARKETS**

OCT 19 1973

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AGREEMENT

THIS AGREEMENT, made and entered into as of this sixth day of April, 1973, by and between FOODTOWN SUPERMARKETS, its successors and assigns, individually, hereby referred to as the "Employer" and THE RETAIL STORE EMPLOYEES UNION, LOCAL 1262, chartered by the RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, hereinafter referred to as the "Union."

Employees enrolled in a bona-fide training program may be excluded from the bargaining unit, but, the number of trainees is limited to one per store. In the event a trainee fails to complete the program and remains with the employer, he shall be placed in a non-bargaining unit job or is to be placed into the bargaining unit and covered by the terms and conditions of this Agreement. The Union has the right to verify the bona fides of a training program.

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ARTICLE II - UNION SHOP

All present employees who are members of the Union on the effective date of this agreement or the date of execution, whichever is later, shall remain members in good standing of the Union as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this agreement or the date of execution of this agreement, whichever is later. An employee who is not a member in good standing of the Union because of failure to tender initiation fees and dues shall be discharged within seven (7) working days after notification in writing to the Employer by the Union.

The foregoing provisions as well as the enforcement thereof are operative when and to the extent permitted by the Labor Management Relations Act, as amended.

ARTICLE III - CHECK-OFF

The Employer shall deduct dues and initiation fees from the wages of all employees who have filed with the Employer a proper deduction card to the extent authorized by the Labor Management Relations Act of 1947, as amended, or other applicable law, and to remit the amounts with the listing of names to the Union office on or before the fifth (5th) day of each month. The Union will give the Employer signed dues and deduction cards from the employees authorizing the deduction of dues and initiation fees. The Employer's obligation to remit to the Union shall be limited to the amounts which it actually does deduct from the employees' wages.

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The Employer shall furnish the Union a list, quarterly, of all new hires in the bargaining unit. The list shall include the employee's name, address, social security number, store employed at and classification of full-time or part-time.

ARTICLE IV - MANAGEMENT CLAUSE

Subject to the provisions of this agreement, the Employer has the exclusive right and authority to establish policies and manage stores covered by this agreement and direct the working forces employed therein including, but not limited to, the rights of hiring, suspending and discharging for proper cause, promoting, transferring and releasing employees from duties because of lack of work.

There shall be no suspension because of performance, absenteeism and/or tardiness without prior written notice having been given to the Union and the employee involved.

The trial period for newly engaged employees shall be the first thirty (30) days of employment and may be extended to sixty (60) days at the request of the Employer to the Union. When new stores are opened by the Employer, the trial period shall be sixty (60) days for all employees newly employed at such time. After the first sixty (60) days from the opening date of the store, the trial period shall be thirty (30) days.

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**ARTICLE V - REGULAR WORK WEEK AND
MAXIMUM HOURS**

(a) The work week for all full-time employees including department managers shall consist of five (5) eight (8) hours days (Monday through Saturday), forty (40) hours per week. All time worked before or after the aforementioned tour of duty or after eight (8) hours in any day

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WITNESSETH:

In consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I - RECOGNITION

The Union is hereby recognized as the exclusive bargaining representative of all employees in the Employers' present and future stores located in the following counties in the State of New Jersey: Sussex, Bergen, Passaic, Warren, Morris, Essex, Hudson, Hunterdon, Somerset, Middlesex, Monmouth, Ocean and Union and in those portions of the following listed counties in the State of New York which are on the western side of the Hudson River: Warren, Washington, Saratoga, Fulton, Montgomery, Schoharie, Greene, Columbia, Albany, Rensselaier, Schenectady, Rockland, Orange and Ulster, excluding store managers, assistant store managers, an owner and his wife and other members of the owner's immediate family, meat department employees and other employees who are presently covered by other collective bargaining agreements, porters who perform cleaning work exclusively, pharmacists, receivers who perform security work exclusively and supervisors within the meaning of the National Labor Relations Acts, as amended.

Store Managers, Assistant Store Managers and other persons excluded from the bargaining unit shall not perform work customarily performed by Employer's employees covered by this Agreement except in the absence of a scheduled employee, to perform prompt customer service, or in the event of an emergency not attributable to the Employer.

All work and services, other than that of managerial or supervisory employees connected with or incidental to the handling or selling of all merchandise except meat, seafood, delicatessen and other work and services performed by employees covered by other collective bargaining agreements, offered for sale to the public in the Employer's establishment covered by this Agreement shall be performed only by employees within the unit referred to above for which the Union is recognized as the collective bargaining agency by the Employer and except that this provision shall not apply to such work when performed in connection with special displays, promotions or rotation of merchandise, nor shall this provision apply to baby foods, bread and bakery products (such as cup cakes; that is, any and all products or items of merchandise which are the end result of the baking process), ice cream, drugs, perishable and semi-perishable items kept under refrigeration (except frozen foods), hospitality and gourmet items, pet foods and supplies, salted nuts, cigarettes, spices, produce department specialty items such as potted plants, etc., and non-food items other than old line household items such as brooms, waxes, etc.

For the purpose of establishing eligibility for full-time benefits set forth in this agreement, a full time employee is one who is hired to work 30 hours or more per week; or a part-time employee who is reclassified as full-time employee by virtue of having worked thirty (30) hours or more per week in excess of six (6) consecutive weeks, not counting hours worked on Sundays or during the vacation period.

All other bargaining unit employees shall be classified as part-time employees and are to receive those benefits specifically provided for them in this agreement.

or after forty (40) hours in any week shall be considered overtime and paid at the rate of time and one-half (1½) the employee's regular hourly rate but not both.

(b) (1) In addition to the provisions of Section (k) of this Article, the Employer shall have the right to bring his full-time employees in one (1) hour before and one (1) hour after the normal opening time of the store. Any work performed by an employee prior to the one (1) hour before the normal store opening shall be considered premium time and be paid at the rate of time and one-half (1½). Under no circumstances may the Employer bring any full-time employees in, except those assigned to a second shift in accordance with Section (k) of this Article, later than 10:00 a.m.

(b) (2) Full-time employees, by seniority, have preference to select the hours schedule within their shift and job classification that they prefer so long as they have the ability and are available.

(c) (1) Any full-time employee called into work on his regularly scheduled day off shall be paid at the rate of time and one-half (1½) and guaranteed a full day's work. If any part-time employee is called into work on a day for which he is not scheduled the employer guarantees to offer any such employee a minimum of four (4) hours' work and his schedule for the remainder of the week shall not be changed or reduced because of this.

(d) (1) Full time employees required to work on Sunday shall be paid at the rate of time and one-half (1½) for the hours worked plus pay for Sunday (total 2½ times). Part-time employees working on Sunday shall receive one and one-half times their straight time hourly rate.

Any full time employees reporting to work as scheduled on a Sunday shall be guaranteed a minimum of four (4) hours work premium pay. Part time employees reporting to work on Sunday, shall be offered a minimum of four (4) hours work.

(e) Overtime shall be worked as required unless excused for good cause. No employee shall be given off in lieu of overtime pay except by mutual consent between Employer and Union.

Whenever full time overtime work is made available by an employer in a department, such full time overtime work will be offered to the full time employees by classification who work in that department on a rotating basis, excluding the department manager.

Any and all overtime rates shall be paid and computed on the new rate of pay that came into effect as a result of this agreement.

(f) The Employer agrees to post work schedules and days off in each store for full-time and part-time employees by the end of the first shift on Friday of each week for the following week. In case of emergency or any condition beyond the control of the Employer, these schedules may be subject to change, but no schedule may be changed in order to deprive an employee of a holiday.

(g) The Employer shall not be restricted in using part-time employees in its stores as to their starting time or the number of hours they work within the provisions of this agreement. However, part-time employees shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate for all hours in excess of eight (8) hours in any one (1) day.

(h) (1) Part time employees shall be offered four (4) hours work each day they are scheduled to report to work.

(h) (2) 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.

(h) (3) Part-time employees shall be guaranteed sixteen (16) hours per week (not counting Sunday work) and four (4) hours per day providing such part-time employee is available for such work.

(i) Part-time employees who temporarily work thirty (30) or more hours in any week, Monday through Saturday, excluding the vacation period, and emergencies or other conditions beyond the Employer's control, shall be paid a premium of fifteen (15¢) cents per hour for each hour worked Monday through Saturday of that week.

(j) (1) A part-time employee who is scheduled to work thirty (30) or more hours per week, Monday through Saturday, and who is scheduled to work for six (6) consecutive weeks, (excluding hours worked during the vacation period and Sundays), shall be reclassified to full-time for purposes of wages and fringe benefits, with the beginning of the seventh consecutive week. He shall be paid for each hour worked in the week at the full-time wage rate by converting his length of service on a two month's part-time for one month's full-time basis, but shall not receive less than the minimum full-time wage rate. Any employee so converting shall receive a full fifty percent (50%) credit towards advancement to his or her next higher wage progression level. If the employee is reclassified to full-time with the seventh (7th) consecutive week, he shall retain such full-time classification unless he is thereafter scheduled for, and actually works, less than thirty (30) hours per week for six (6) consecutive weeks: he shall

then be reclassified 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.

(j) (2) Regular part-time employees on the payroll prior to the summer vacation period (May 1 through September 30) who work thirty (30) or more hours during the vacation period shall either receive the minimum full-time rate, or if their regular rate is higher, then the next higher dollar full-time rate. Part-time employees on the payroll prior to the vacation period are to receive preference for this work over new hires and the 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.

(j) (3) During the summer vacation period, newly hired part-time employees may work forty (40) hours per week after preference has been given under (j) (2) above, and they shall be paid no less than the minimum full-time rate. This is not to be considered a guarantee of full-time employment for any part-time employee even if they work some weeks at forty (40) hours per week. The full-time rate shall apply when said part-time employee works thirty (30) hours.

(k) The Employer shall have the right to establish a second shift under the same rates and conditions as those employees who work under provisions of Section (b) of this Article. Employees working on the second shift will have a starting time between the hours of 12:00 noon and 2:00 p.m.

Employees hired prior to October 1, 1963 will not be obligated to work on the second shift unless he or she so chooses. The Employer agrees to offer part-time employees, based on seniority, the first opportunity to accept full-time employment on the second shift. Layoff shall be based on the full-time seniority list. The Employer can exercise the prerogative to interchange the shift of any employee hired after October 1, 1963.

Those employees working on the second shift shall be entitled to from thirty (30) minutes to one (1) hour for meal period between 5:00 p.m. and 7:00 p.m. and shall be entitled to two (2) fifteen (15) minute rest periods within the eight (8) hour day.

ARTICLE VI - GOVERNMENT ENACTMENT OF MAXIMUM HOURS

Should any law be enacted by the United States Government or State Government which will fix a maximum hour work week for retail clerks in retail stores, at a lower point than specified herein, then such work week shall become the maximum work week for the employees covered by this agreement for the unexpired term of this agreement.

It is further understood and agreed by the Employer that the employees so affected by the work week law shall not suffer a reduction in their present gross earnings even though their work may be reduced other than specified herein.

The Employer will comply with applicable Federal or State law concerning maximum hours of work. The Employer and the Union shall meet for the purpose of amending the Schedule of Wage Rates in order that the minimum rates conform with the minimum wage law in the event of any statutory change in the law during the term of this agreement.

ARTICLE VII - WAGE CLAUSE

(a) The scale of wages shall be as appears in Schedule "A" attached and made part of this agreement.

(b) The rates of pay specified in this agreement and presently paid to employees shall not be reduced during the period of this agreement.

(c) Any full-time employee hired or presently employed at a rate in excess of the minimum rate to which he would be entitled pursuant to Schedule "A" shall be given credit for the continuous full-time service required for the progression rate equal to or next below his actual rate.

(d) Part-time employees hired at a wage rate in excess of the minimum rate to which they would be entitled pursuant to the wage progression scale of Schedule "A", will be given credit for the continuous part-time service required for the progression rate equal to or next below their actual rate and shall advance thereafter in accordance with the terms of said wage progression scale.

(e) Part-time employees who receive advances in progressions, equal to a particular progression rate shall six (6) months thereafter, progress to the next higher rate.

(f) Part-time employees who receive advances in progressions, in an amount less than the next progression wage level shall six (6) months from the date of the last progression wage increase, preceding the advances in progressions, receive only the difference necessary to bring them up to the next progression wage level.

(g) No part-time employee shall receive more than the maximum of the progression wage scale as a result of the operation of (d), (e) or (f) above.

(h) Further, no employee shall suffer a reduction in his or her earnings as a result of any of the provisions of this agreement, nor shall present part-time employees' hours of work be reduced as a result of this contract except for economic reasons such as a reduction of business.

(i) All new full-time employees hired by the employer who have had verified similar supermarket industry experience in the classification for which they were hired within three years preceding their date of hire with the employer, who claim such experience on the job application, shall be given credit for such experience after thirty days employment, and their rate of pay thenceforth shall be based on their so verified full-time experience within the preceding three years according to the rate schedule of this contract.

(j) Rehired part-time employees shall be given credit for up to one (1) year's experience preceding their new date of hire by the employer to determine their rate of pay according to the part-time rate schedule of this contract.

ARTICLE VIII - HOLIDAYS

(a) Full-time employees, after thirty (30) days service, shall be entitled to the following holidays:

New Year's Day	Presidential Election
Washington's Birthday	(If registered voter)
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Three (3) personal holidays
General Election Day	(as described below)
(Half holiday if registered voter)	

The work week during which one of the above mentioned full holidays occurs shall be thirty-two (32) hours per week and the work week during which a half holiday occurs shall be thirty-six (36) hours per week, with no reduction in pay because of the holiday.

(b) Personal Holidays - Full-time employees with more than ninety (90) days' service shall be entitled to three (3) personal holidays per year, the first of which shall be the employee's birthday. In the event any said employee's birthday falls on Sunday, his or her scheduled day off or one of the holidays listed in (a) above, then that employee will be entitled to his or her birthday holiday on the scheduled work day immediately following. The second personal holiday shall be six (6) months after the birthday holiday and will be taken during the first three (3) days of the week at the employee's option, provided that two (2) weeks' advance notice to the Employer is given, in a week in which another holiday does not occur and in a week in which another employee in the department does not have a personal holiday. The third personal holiday shall be the employee's anniversary date of hire. If more than one employee has the same anniversary date, then in such event, the Employer shall have the right to schedule the anniversary holiday in accordance with the needs of the business. In the event any said employee's anniversary date falls on Sunday, his or her scheduled day off, or one of the holidays listed in (a) above, then that employee will be entitled to his or her anniversary holiday on the scheduled work day immediately following within a reasonable period of time.

(c) In the event that full-time employees are required to work on any holiday listed in Paragraph 8 (a), said full-time employees shall be paid at the rate of time and one-half (1½) for all hours worked on the holiday plus pay for the holiday if they otherwise qualify for same.

(d) The Employer shall have full discretion in determining the number of employees who shall work on a given holiday but shall draw said employees from the normal complement of employees who would work in the store on that particular day.

(e) An employee shall be required to work the day scheduled before and after a holiday to be eligible for the holiday pay, except when excused for a good and just cause.

(f) On a half holiday, time and one-half (1½) plus pay for the holiday shall be paid for all hours worked by full-time employees after the first four (4) hours. If employees are to be off on a half holiday, the holiday hours shall fall during the afternoon portion of the shift only.

(g) In the event any of the above mentioned holidays occur on a Sunday, the holiday shall be observed on the following Monday.

(h) Any and all overtime rates shall be computed at the new rate of pay as a result of this agreement.

(i) Part-time employees with three or more months' service shall receive four hours holiday pay based on their regular straight time hourly rate for each of the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Washington's Birthday
Labor Day	Presidential Election Day
	(if a registered voter)

Personal Holidays

Part-time employees who qualify shall receive two (2) personal holidays per year, the first of which shall be the anniversary date of employment, provided that two (2) weeks' advance notice to the Employer is given and the holiday is taken in a week in which another holiday does not occur and in a week in which another employee in the department does not have a personal holiday.

The second personal holiday shall be six (6) months after the employee's anniversary date of employment holiday. In the event any said employee's anniversary date falls on Sunday, his or her scheduled day off, or one of the holidays listed in (i) above then that employee will be entitled to his or her anniversary holiday on the scheduled work day immediately following. If more than one employee has the same anniversary date, then in such event, the Employer shall have the right to schedule the anniversary holiday in accordance with the needs of the business within a reasonable period of time.

(j) Part-time employees with one (1) year or more service shall receive up to six (6) hours (but no less than four (4) hours' holiday pay) if said employees normally would have been scheduled to work more than four (4) hours on the day the holidays set forth in (i) above occur.

(k) To qualify for his or her holiday pay, a part-time employee must work all the other hours during the holiday week that he or she is scheduled to work unless absence is excused in advance.

(l) Part-time holiday rate of pay for work on a holiday shall, after ninety (90) days' service, be time and one-half (1½) for all hours worked on any holiday listed in Paragraph 8 (i).

(m) Night crews shall not be required to work on the eve of Thanksgiving, Christmas and New Year's. However, they will work the following night at their regular straight time rate.

(n) No employee's schedule shall be changed during a holiday week to avoid granting him or her an entitled holiday.

ARTICLE IX - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors, assignees, heirs, purchasers or lessees, of this Employer, or of any store or part thereof of the Employer.

ARTICLE X - SAFETY AND SANITARY CONDITIONS

The Employer shall comply with all applicable laws concerning safety and sanitary conditions.

The Employer and the Union shall make every effort to see that the Safety Rules are obeyed.

ARTICLE XI - VACATIONS

(a) Regular full-time employees shall receive vacations with pay as follows:

- 1 week vacation after 6 months of service prior to April 1.
- 2 weeks' vacation after 2 years of service.
- 3 weeks' vacation after 8 years of service.
- 4 weeks' vacation after 15 years of service.

The vacation period is May 1 through September 30. Eligibility for full-time employees shall be determined as of their anniversary date and the length of service which falls prior to or within the vacation period.

(b) By mutual consent, full-time employees' vacations may be taken in the two (2) separate periods or by consecutive periods in accordance with seniority on a store-wide basis.

(c) Full-time night crew employees shall receive their differential in their vacation pay.

(d) Full-time employees who work forty-five (45) or more hours per week for a period of twenty-six (26) weeks or more during a year shall receive forty-five (45) hours' straight time pay for each week of vacation they are entitled to.

(e) Part-time employees who on June 30th of a contract year have completed one (1) year of employment with the Employer shall be granted twenty (20) hours vacation with pay.

Part-time employees who on June 30th of a contract year have completed two (2) years of employment with the employer shall be granted forty (40) hours vacation with pay.

Part-time employees who on June 30th of a contract year have completed eight (8) years of employment with the employer, shall be granted seventy (70) hours vacation with pay. Part-time employees who on June 30th of a contract year have completed fifteen (15) years of employment with the employer shall be granted eighty (80) hours vacation with pay.

(f) Employees joining the Armed Forces shall receive one twelfth (1/12) of the vacation pay to which they are entitled for each month of employment during the employee's anniversary year.

(g) In the event a holiday occurs during a full-time employee's vacation, said employee shall receive an additional day's paid vacation at the end of the scheduled vacation period.

No employee shall be required to work beyond 6:00 p.m., the evening prior to the commencement of the employee's vacation.

(h) Full-time employees with more than one (1) year's service who voluntarily terminate their employment shall receive a pro rata vacation providing they give two (2) weeks' advance written notice to the Employer.

ARTICLE XII – STORE LINEN

The Employer agrees to furnish and launder the customary store coats, aprons and gowns required by the Employer to be worn by the employee. Employees, who normally, during their working day, are not required to work in the sales area, will not be required to wear white shirts, but will, nevertheless be expected at all times to be neat and tidy in their dress and appearance.

ARTICLE XIII – SENIORITY

(a) Seniority shall be defined as continuous length of service within the bargaining unit of this Agreement.

(b) The Employer shall maintain separate seniority lists by job classifications for these groups of employees: a separate list for Department Managers, separate list for full-time employees and a separate list for part-time employees. Part-time employees shall not accumulate seniority over full-time employees and no employee can exercise seniority to claim a department manager's job.

(c) Where an employee is transferred from one job classification of work to another, the seniority acquired in the first job classification shall be retained, and new seniority in the new work classification shall commence as of the time of transfer. Should lay-off or reduction in hours occur where the transferred employee is to be replaced or reduced in hours, he shall be permitted to reclaim the position he formerly vacated, or whatever equivalent position he is entitled to by his combined seniority in his old and new work classifications.

(d) When there is a reduction of hours, or lay-off of employees, full-time employees shall be treated in the following manner:

(1) No full-time employee shall have hours reduced or be laid off until there has been a reduction of hours or lay-off among part-time employees as long as customer service is maintained.

(2) Full time employees who have worked for the Employer for six (6) consecutive months or more and are laid-off due to a reduction in the work force, shall be given (5) days' written notice or one forty (40) hours' pay in lieu of such notice of lay-off by the employer.

(3) Lay-off of full time employees shall be in reverse order of seniority from the full-time seniority list.

(e) An affected full-time employee by classification may exercise his seniority by bumping a part-time employee in his store of employment, or bumping a less-senior full-time employee in another store of his employer covered by his contract, provided he is able to perform the work of the displaced employee and is available for the hours. Full-time employees shall exercise their seniority first on a store-wide basis by classification, then on a division or a district wide basis, and finally on a bargaining unit wide basis. There will be no bumping into non-bargaining unit stores.

(f) Part-time employees, during reductions of hours or lay-offs due to slackening of business, shall be affected in reverse order of seniority by job classification. The least senior employee shall be the first to have hours reduced or be laid-off. Part-time employees may exercise seniority only in the store of their employment.

Part-time employees who have worked for the Employer for twelve (12) consecutive months or more, and are laid-off due to a reduction in the work force, shall be given one (1) weeks' written notice or one (1) week's pay (normal scheduled hours) in lieu of such notice of lay-off by the employer.

(g) When a full-time employee is involuntarily reduced to part-time, his full-time seniority shall be frozen and he shall be placed on the part-time seniority list and given full credit for his prior full-time seniority. He shall pick up all previous full-time seniority when returned to full-time employment. When a full-time employee voluntarily reduces himself to part-time, his part-time seniority is dated from his original date of employment in the bargaining unit. Part-time employees shall be given preference for full-time employment over new hires.

(h) Recall of full-time employees from lay-off or reinstatement of full-time employees from part-time employment shall be made in order of seniority, so long as the most senior employee is able to perform the work.

(i) A full-time or part-time employee on a lay-off shall retain his seniority for a period of six (6) months, provided he has been employed in the bargaining unit for six (6) months or more prior to the date of lay-off.

An employee on a leave of absence shall retain his seniority accumulated prior to the leave, for the period of the leave of absence in accordance with the terms of Article 38.

(j) The Shop Steward or Stewards shall in any event have top seniority in his store for purposes of lay-off.

(k) Part-time employees who become employed on a full-time basis (except for summer replacement employment), will receive one (1) months full-time credit for each two (2) months of part-time service to determine such employees' proper full-time wage progression and vacation entitlement. The employee's full-time seniority shall be measured from the date of his reclassification to full-time.

(l) Seniority shall be terminated for any one or more of the following reasons:

(1) Any employee recalled after lay-off who fails to report for work within a period of 48 hours, not including Saturday or Sunday after their required date to report, shall forfeit his right to re-employment.

(2) Seniority may be broken only by quit, justifiable discharge or failure to return to work in accordance with the terms of leaves of absences.

ARTICLE XIV – GRIEVANCE PROCEDURE AND ARBITRATION

(a) All disputes, differences or grievances as to the interpretation or application of the provisions of this agreement shall be settled in the following manner:

The Union shall give written notice of the nature of the dispute, difference or grievance to the duly designated representative of the Employer.

After receipt of such notice by the Employer, the duly authorized officials of the Union and a duly designated representative of the Employer shall confer to adjust such dispute, difference or grievance.

In the event such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance shall be referred to arbitration by either party by notice in writing. Upon the giving of such notice in writing by one party to the other, the parties shall mutually agree upon an impartial arbitrator. If no agreement upon an impartial arbitrator is reached within five (5) days after the giving of such notice of intention to arbitrate, either party may apply to the American Arbitration Association for the appointment of such impartial arbitrator.

(b) The decision of said arbitrator shall be final and binding upon the parties. The parties further agree that there shall be no suspension of work when any such dispute, difference or grievance arises and while it is in the process of adjustment or arbitration. The parties agree that the expenses of arbitration shall be borne equally between them.

(c) Any member of the Union who shall, at the direction of the arbitrator be required to testify at any arbitration procedure shall not suffer any loss in wages by reason thereof.

(d) A dispute, difference or grievance concerning the discharge of an employee shall be deemed waived unless within ten (10) calendar days after the date of discharge the Union gives written notice of such dispute, difference or grievance to the duly designated representative of the Employer.

(e) Neither party shall utilize any coercive or retaliatory measure to compel the other party to accede to its demands.

(f) The arbitrator shall not have the power to arbitrate provisions of a new agreement; to arbitrate away, in whole or in part any provision of this agreement; and shall not have the power to add to, delete from, or modify the provisions of this agreement.

ARTICLE XV – NO STRIKE CLAUSE

There shall be no strikes or lockouts, sit-downs, slow-downs or stoppages of work authorized or sanctioned by the Union, nor shall there be any lockout on the part of the Employer during their terms of this Agreement. This clause shall not bind one party if either party refuses to arbitrate or abide by the Arbitrator's Award.

ARTICLE XVI – SUBSTITUTE MANAGER

An employee actually designated by the Employer to substitute for the manager, assistant manager or produce manager, dairy manager, frozen food manager, grocery manager shall be paid the premium of the job for which the employee is substituting.

ARTICLE XVII – LUNCH PERIOD

Full-time employees shall receive from thirty (30) minutes to one (1) full hour for lunch as close to noon as possible between the hours of 11:30 a.m. and 2:00 p.m. When an employee works in excess of five (5) hours or more, he shall be entitled to a lunch period during the shift. If employees are required to work overtime, one-half (½) hour for supper shall be granted which shall not be deemed hours worked providing the overtime shall be of at least two (2) hours duration.

ARTICLE XVIII – REST PERIOD

All full-time employees shall be granted a fifteen (15) minute rest period twice a day, which must be punched in and out on the time card, once in the morning and once in the afternoon, and shall be at work station immediately after the rest period ends. Employees on a second shift shall be granted rest periods as set forth in Article V, Section (k). Time off for rest periods shall be included as time worked. Part-timers shall be entitled to a rest period when they work a four (4) hour shift. Part-time employees shall be entitled to a rest period during the middle two (2) hours of any four (4) hour shift.

ARTICLE XIX – REPLACEMENT OF FULL-TIME EMPLOYEES

The Employer agrees, that should it become necessary to discharge or transfer a full-time employee, said employee shall be replaced by a full-time employee unless discharge is for economic or business reasons.

ARTICLE XX – ENFORCEABILITY OF ANY PART OF AGREEMENT

The parties hereto agree that should any section, part or paragraph of this agreement be or become unlawful, invalid, ineffective or unenforceable by virtue of the National Labor Relations Act, as amended, any other act, law or decision of any established administrative agency or court, then said section, part or paragraph so declared shall not affect the validity and enforceability of any other section, part or paragraph thereof, and the remainder of this agreement shall continue to remain in full force and effect.

ARTICLE XXI – NO DISCRIMINATION.

The Employer shall not discriminate against any employee concerning any condition of employment because of the employee's race, color, sex, religion, creed or national origin.

ARTICLE XXII – EFFECT OF STRIKE AND PICKETS

The Union agrees that it will not refuse to cross a picket line unless such picket line is directed against the Employer in its capacity as an employer and unless such picket line is authorized by the International Union of the picketing Union, and unless the Employer has been notified by the Union by registered mail at least three (3) working days in advance of its intention to honor the picketing Union's line.

ARTICLE XXIII – JURY DUTY

(a) Any full-time employee who has worked for the Employer for ninety (90) days or more and who is called to jury duty shall be paid by the Employer the difference in pay between his or her base wages and the amount received for the jury service, limited to not more than fourteen (14) days pay in any one (1) year. Employees on jury duty shall report to work on Saturday if not serving on the jury unless they have served on the jury five (5) days during the week in which event they will not be required to work on Saturday and shall be paid the differential on a five (5) day basis, as if the employee had been scheduled Monday through Friday. An employee who is dismissed from jury service sufficiently early to enable him to work two (2) hours or more of a scheduled shift shall report to his store to complete his shift.

(b) Any part-time employee who has worked for the Employer six (6) months or more and who is called to jury duty will be paid for scheduled hours by the Employer the difference in pay between his or her base wages and the amount received for jury service limited to not more than fourteen (14) scheduled days adjusted pay in any one (1) year. Part-time employees shall receive such differential only for those hours they are normally scheduled and unable to work because of serving on the jury. However, there will be no coverage for part-time employees who receive jury duty pay from another employer. The two (2) hour provision above applicable to full-time employees is also applicable to part-time employees.

ARTICLE XXIV – FUNERAL LEAVE

(a) All full-time employees will be entitled up to five (5) days' pay for a funeral leave in the event of death of a spouse or a child. For all other deaths in the immediate family, all full-time employees will be entitled up to three (3) days' pay for a funeral leave. Payment shall be for the scheduled days missed as a result of funeral leave in the amount of wages

normally paid for said days. Immediate family is defined to mean: parent, sister, brother, mother-in-law and father-in-law. One (1) day's paid leave will be granted in the event of the death of a grandparent of said employee.

(b) All part-time employees with sixty (60) days or more service will be entitled up to five (5) days' paid funeral leave in the event of death of a spouse or a child. In the event of death in the immediate family of someone other than spouse or child, up to three (3) days' leave shall be granted. Payment shall be for the scheduled days missed as a result of funeral leave in the amount of the wages normally paid for the number of hours scheduled on said days. Immediate family is defined to mean: parent, sister, brother, mother-in-law, and father-in-law. One (1) day's paid leave at the rate of pay indicated herein for other funeral leave will be granted in the event of the death of a grandparent of said employee for his or her scheduled day only.

ARTICLE XXV – UNION VISITATION

Representatives of the Union shall have the right to visit any of the Employer's places of business at any reasonable time during normal working hours for the purpose of ascertaining whether this agreement is being properly observed, provided that there shall be no interruption of or interference with the Employer's business. In the event of a dispute involving a checker, the Union shall have the right to have said employee relieved of his or her duty, provided a suitable substitute is available, to converse with the Union representative.

ARTICLE XXVI – TRANSFERS

(a) The Union recognizes the Employer's right to make permanent transfers for business reasons. Such transfers shall be made from the bargaining unit seniority list within a reasonable distance in reverse order or seniority and with employees who are able and available to perform the work.

(b) The Union, at the request of the full-time employee, shall have the right to petition the Employer for reimbursement of the added expense to such transferred employee, in the event such transfer causes the employee to expend an excessive amount of carfare in reporting to the new location. The Employer agrees, to the best of its ability, to limit permanent transfers within a reasonable radius of the employee's home. The Employer agrees to notify the Union one (1) week in advance of the contemplated permanent transfer. In a case of temporary transfer, notification to the Union is not required. Further, the Employer agrees that temporary transfers of full-time employees shall not exceed three (3) times a year.

(c) Should the Union consider any transfer to be an abuse of this transfer clause, it shall have the right to raise such transfer as a grievance to be handled in accordance with the grievance procedure contained within this contract.

(d) An employee transferred from one store to another shall have in the store to which he or she is transferred the seniority which he or she accumulated up to the time of transfer.

ARTICLE XXVII – WAGE INFORMATION

In the event of a dispute between the parties to this agreement as to whether an employee is being paid the wages due him under this agreement, the Employer shall, at the request of the Union, furnish the Union information regarding the wages paid to and hours worked by the particular employee involved.

ARTICLE XXVIII – INDIVIDUAL AGREEMENTS

No agreement between the Employer and any employee which is in conflict with the terms of this agreement shall be entered into nor shall any such agreement be binding upon the parties hereto or the employee involved.

ARTICLE XXIX – DISCRIMINATION ON DISCHARGE OF EMPLOYEES

No employee shall be discharged or discriminated against because of his or her Union activities nor shall any such activity by an employee be considered a violation of this agreement. It is agreed that employees shall not engage in Union activities during working hours.

ARTICLE XXX – SHOP STEWARDS

The Employer agrees that Union Shop Stewards shall have top seniority and shall be the last person to be transferred in the event of a layoff.

ARTICLE XXXI – COMPENSATION INSURANCE

The Employer agrees to cover his employees under Workmen's Compensation insurance in accordance with the State laws.

ARTICLE XXXII – MILITARY SERVICE

It is agreed that the Employer shall adhere to the provisions of the Selective Service and Training Act of 1940 or amendments thereto.

All employees who leave their jobs for service under the National Guard Training Act of 1940 or the Selective Service and Training Act of 1940 or amendments thereto during that period of service retains all seniority accumulated to the date of his entry into the Armed Forces provided he makes application for such position within ninety (90) days after he is honorably discharged from such service and provided, further, that he has not been physically disabled during such period of service as to render him unable to work.

ARTICLE XXXIII – SICK LEAVE

(a) 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 on the basis of one (1) day for each month of service in the first year of employment after ninety (90) days of service. Sick leave shall be paid after the first day of each illness. There shall be no sick leave pay for the first day of said sick leave.

(b) Full-time employees eligible for sick leave will receive a bonus of all unused sick leave at the end of the year provided they have one (1) or more years of service.

(c) The Employer shall have the option of requesting a doctor's certificate evidencing the sickness of the employee. Sick leave pay is to be paid promptly.

ARTICLE XXXIV – HEALTH AND WELFARE

Hospitalization Insurance, Medical, Surgical

1. ELIGIBILITY

All regular full-time employees after six (6) months of full-time employment and their eligible dependents. From the first of the month following Cost of Living Council approval of this contract, the Blue Cross coverage shall be changed to provide for dependents of the age of nineteen (19) or over for full dependency coverage if the dependent is a full-time college student up to the age of twenty-three (23).

2. HOSPITALIZATION, MEDICAL AND SURGICAL BENEFITS
(Blue Cross and Blue Shield)

	BENEFITS
Hospital Expenses	120 days full coverage
Hospital Extras	120 days full coverage
In Hospital Medical Care Visits	120 days
Out of Hospital Surgery	Covered any place
Non-Member Hospital Coverage	Full service coverage
Maternity	10 full days for ea. benefit
Diagnostic x-ray (non accidental)	Physicians and hospital services when performed in the hospital

3. JOINTLY ADMINISTERED PLAN

(a) Effective May 1, 1972 the Employer will contribute to a jointly administered Health and Welfare Fund with the Union the sum of twelve (\$12.00) dollars per month for each full-time employee with six (6) or more months service to provide a benefit program for such employees as shall be determined by the Trustees of the Fund.

(b) Effective May 1, 1972, the Employer will contribute to a jointly administered Health and Welfare Fund with the Union, the sum of six (\$6.00) dollars per month for each part-time employee with six (6) or more months' service to provide a benefit program for such employees as shall be determined by the Trustees of the Fund.

ARTICLE XXXV – PENSION

(a) The employer will contribute seven (7¢) cents per hour with a maximum contribution of two dollars and eighty cents (\$2.80) per week for each employee to the Retail Store Employees Union Local 1262 Pension Fund in accordance with the following formula:

- (1) Contribution shall be made per hour, up to 40 hours worked for each full-time employee.
- (2) Contribution is made for full-time employees only.
- (3) No contribution is made during the probationary period of new employees.
- (4) Contributions commence on the 31st day of employment for new employees.
- (5) Contributions are made for holiday and vacations.
- (6) No contribution is made for sick leave.
- (7) No contribution is made for part-time employees who work full-time during the summer months.

(b) Effective from the first of the month following Internal

Revenue Service approval, the Employer's said contribution shall be increased to eleven cents (11¢) per hour with a maximum contribution of four dollars and forty cents (\$4.40) per week to provide pension fund vesting to occur at ten (10) years and an increased maximum benefit of up to two hundred dollars (\$200.00) per month.

(b) (1) Effective April 1, 1974 the Employer's contribution shall be increased to fourteen cents (14¢) per hour with a maximum contribution of five dollars and sixty cents (\$5.60) per week to provide an increased pension benefit as shall be determined by the Trustees of the Fund.

(c) The Pension Fund is administered jointly by the Union and various Employers under agreement with the Union and is governed by an Agreement and Declaration of Trust and a Pension Plan adopted thereunder. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust.

(d) The Pension Plan as adopted must have a continuing approval of the Internal Revenue Service as an exempt plan.

ARTICLE XXXVI – RESPONSIBILITY FOR CASH

Where the Employer does not have a cash control system, the checkers will not be financially responsible for shortages.

ARTICLE XXXVII – REPRIMANDS

The Employer agrees that no employee will be reprimanded in public. Company policy manuals shall be furnished to the Union upon request.

ARTICLE XXXVIII – LEAVE OF ABSENCE

The Employer agrees to grant a leave of absence without pay to those employees with one (1) or more years of continuous service for the following reasons and periods of time:

- (a) Recuperation from illness or injury of the employee which requires absence from work (one year).
- (b) Maternity leave for a period commencing not later than the beginning of the fifth (5th) month of pregnancy and for a period of ninety (90) days following termination of pregnancy. Such employee shall furnish a doctor's certificate prior to returning to work showing she is able to perform the normal duties of her job.
- (c) Serious illness, injury or death in the employee's immediate family (30 days).
- (d) Military service as required.
- (e) Other reasons acceptable to Employer (30 days).

During any leave of absence granted for the reasons as above described, seniority shall be restored upon employee's return to work giving credit up to the date on which said leave of absence commenced and excluding only the period of such leave of absence.

Thirty (30) days or less absence shall not adversely affect wage progressions.

Sixty (60) days or less absence shall not adversely affect vacation entitlement.

ARTICLE XXXIX – JOB PROTECTION

The Employer reserves its rights to study and introduce new and improved methods of production and facilities. By this, it is not the intention of the Employers to replace or displace employees on the payroll as of April 1, 1972, and the Employer agrees to retrain or place any such affect employees in new jobs.

ARTICLE XL – POLYGRAPH TEST

No employee will be required to take a polygraph test.

ARTICLE XLI – TERMINATION CLAUSE

This Agreement shall take effect May 7, 1973, and shall remain in full force and effect until midnight, April 7, 1975, and thereafter from year to year unless either party, at least sixty (60) days prior to expiration date, shall serve upon the other written notice of any changes or demands to be made.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the Employer and the Union.

FOR RETAIL STORE EMPLOYEES UNION
LOCAL NO. 1262

By SAM KINSORA

By JOHN LYONS

FOODTOWN SUPERMARKETS

By CALVIN BELL

**Full-Time Cashiers,
Scale & Front End Attendants &
Clerks Miscellaneous Duties**

On payroll prior to April 7, 1973

After Consecutive Service of:	Effective Payroll Week in which May 7, 1973 Occurs	Effective Payroll Week in which April 8, 1974 Occurs
Start	\$112.00	\$122.00
3 Months	117.00	127.00
6 Months	122.00	132.00
12 Months	127.00	137.00
18 Months	133.00	143.00
24 Months	140.00	150.00
30 Months	144.00	154.00
36 Months	149.00	159.00

Part Time employees on Payroll prior to April 6, 1972 shall have the 20¢ per hour across the board increase added to their progression scales.

**Part-Time Employees on Payroll
after April 5, 1972
But Prior To April 7, 1973**

After Consecutive Service of:	Effective Payroll Week in which May 7, 1973 Occurs	Effective Payroll Week in which April 8, 1974 Occurs
30 Days	\$2.25	\$2.40
6 Months	2.35	2.50
12 Months	2.45	2.60
18 Months	2.55	2.70
24 Months	2.65	2.80
30 Months	2.85	3.00

**SCHEDULE "A"
WAGES**

FULL-TIME EMPLOYEES

Across-the-Board Increases:

1. Effective the payroll weeks in which May 7, 1973 and April 8, 1974 occur, all full-time employees who were on the Employers' payroll prior to April 7, 1973 shall receive ten dollars (\$10.00) per week across-the-board increase for a forty (40) hour week or the new applicable progression wage scale, whichever is greater.

2. No employee shall be deprived of his wage step-up due to any increase granted under the terms of this contract.

3. Any employee not receiving the wage rates as listed shall be brought up to the minimum rate for his classification within ten (10) days.

4. Any employee hired at a rate in excess of the starting rate shall progress successively to the next higher rate after six (6) months in any given bracket, but no employee shall receive more than the maximum of the progression rate as a result of the operation of this clause.

5. Any employee receiving wages above the rates specified herein shall, nevertheless, receive his increase as granted under the terms of this Agreement.

PART-TIME EMPLOYEES

Across-the-Board Increases:

1. Effective the payroll weeks in which May 7, 1973 and April 8, 1974 occur, all part-time employees who were on the Employers' payroll prior to April 8, 1972 shall receive a twenty-cent (20¢) per hour across-the-board increase or the applicable progression wage scale, whichever is greater.

2. Effective the payroll weeks in which May 7, 1973 and April 8, 1974, occur, all part-time employees who were on the Employers' payroll prior to April 7, 1973 shall receive a fifteen-cent (15¢) per hour increase across-the-board or the applicable progression wage scale, whichever is greater.

PROGRESSION WAGE SCALE

**Full-Time Clerks, Grocery, Dairy,
Produce, Frozen Food and Heavy Duty**

On payroll Prior to April 7, 1973

After Consecutive Service of:	Effective Payroll Week in which May 7, 1973 Occurs	Effective Payroll Week in which April 8, 1974 Occurs
Start	\$118.00	\$128.00
3 Months	122.00	132.00
6 Months	127.00	137.00
12 Months	132.00	142.00
18 Months	137.00	147.00
24 Months	142.00	152.00
30 Months	154.00	164.00

**Progression Wage Schedule for Employees
Hired April 7, 1973 and Thereafter**

Effective 5/7/73 Payroll Week	Effective 4/8/74 Payroll Week
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**Full-Time Clerks, Grocery, Dairy,
Produce, Frozen Food and Heavy Duty**

After Consecutive Service of:	Effective Payroll Week in which May 7, 1973 Occurs	Effective Payroll Week in which April 8, 1974 Occurs
Start	\$113.00	\$120.00
3 Months	117.00	124.00
6 Months	122.00	129.00
12 Months	132.00	142.00
18 Months	137.00	147.00
24 Months	142.00	152.00
30 Months	154.00	164.00

**Full-Time Cashiers,
Scale & Front End Attendants &
Clerks Miscellaneous Duties**

After Consecutive Service of:	Effective Payroll Week in which May 7, 1973 Occurs	Effective Payroll Week in which April 8, 1974 Occurs
Start	\$107.00	\$114.00
3 Months	112.00	119.00
6 Months	117.00	124.00
12 Months	127.00	137.00
18 Months	133.00	143.00
24 Months	140.00	150.00
30 Months	144.00	154.00
36 Months	149.00	159.00

Part-Time Employees

After Consecutive Service of:	Effective Payroll Week in which May 7, 1973 Occurs	Effective Payroll Week in which April 8, 1974 Occurs
30 Days	\$2.15	\$2.30
6 Months	2.30	2.40
12 Months	2.40	2.50
18 Months	2.55	2.70
24 Months	2.65	2.80
30 Months	2.85	3.00

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DEPARTMENT MANAGERS

At each step in the wage progression scale, that Department Managers shall receive twenty dollars (\$20.00) per week above the progression rate applicable.

It is hereby agreed that the Employer shall have complete discretion to reclassify Department Managers to clerk status and, in such case, shall receive the rate of a clerk for his length of service and any step-up or general increases he would have received had he been a clerk during the period and retain any increases he received while a clerk.

Where designated, full-time head bookkeepers shall receive a premium of \$10.00 per week.

Where designated, full-time head cashiers shall receive a premium of \$5.00 per week.

Where designated, full-time front end managers shall receive a premium of \$10.00 per week.

Where designated, full-time head courtesy clerk shall receive a premium of \$5.00 per week.

NIGHT SHIFT PREMIUM

*B77
210*

When employees are required to work on a regular night shift, a premium of ten per cent (10%) shall be paid to such shift workers.

NON-FOOD PROGRESSION WAGE SCALE

Non-Food Employees*

After 30 days	\$1.95
After 6 months	\$2.00
After 12 months	\$2.15
After 18 months	\$2.30
After 24 months	\$2.45

*A Non-Food Employee is one who works in non-food departments of Employers' Supermarkets. This wage scale shall not apply to those employees who handle drug items in Employer's Supermarkets, which employees shall receive the applicable clerk rate.

NIGHT CREW MANAGER

When a night crew consists of three (3) or more employees, on (1) said employee shall be classified as Night Crew Manager and he will receive a premium of ten dollars (\$10.00) per week over and above his rate and night premium of ten per cent (10%).

CHANGE OF NAME OR ADDRESS CARD

PRINT NEW NAME AND ADDRESS BELOW

MR. MRS. MISS	LAST NAME	FIRST NAME	INT
STREET			
CITY & STATE			ZIP CODE
SOCIAL SECURITY NUMBER			
[][][] - [][][] - [][][][][][]			

PLEASE CHECK ONE BELOW

MOVED TO NEW ADDRESS	<input type="checkbox"/>
NOT RECEIVING MAIL	<input type="checkbox"/>
DISCONTINUE SENDING MAIL	<input type="checkbox"/>
NAME CHANGED OR INCORRECTLY SPELLED	<input type="checkbox"/>

PRESENTLY EMPLOYED WITH:

STORE NUMBER

OFFICE USE ONLY

[][][][][][]

R.S.E.U. LOCAL 1262 REQUEST FOR WITHDRAWAL CARD

P R I N T	REASON FOR REQUEST	
	QUIT	<input type="checkbox"/>
	LAYOFF	<input type="checkbox"/>
	MILITARY	<input type="checkbox"/>
	SCHOOL	<input type="checkbox"/>
	MANAGEMENT	<input type="checkbox"/>
OTHER	<input type="checkbox"/>	

LAST NAME	FIRST	INT.
STREET		
CITY & STATE		ZIP CODE
SOCIAL SECURITY NUMBER		
[][][] - [][][] - [][][][][][]		

PRESENTLY EMPLOYED WITH	
I AM EMPLOYED	FULL TIME <input type="checkbox"/> PART TIME <input type="checkbox"/>
DATE OF HIRE	LAST DAY WORKED
SIGNATURE	DATE

FOR OFFICE USE ONLY

YR.	PREV. YEAR DUES	YR.	CURRENT YEAR DUES	OWES	BILL	STORE NUMBER
	J F M A M J J A S O N D A E A P A U U U E C O E N B R R Y N L G P T V C 1 2 3 4 5 6 7 8 9 A B C A B C D E F G H I J K L		J F M A M J J A S O N D A E A P A U U U E C O E N B R R Y N L G P T V C 1 2 3 4 5 6 7 8 9 A B C M N O P Q R S T U V W X	DUES FEES TOTAL	A B C	MO. YR. CODE DATE ISSUED

#6814
(MDS)

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

July 23, 1973

File in folder



JUL 31 1973

Retail Clerks International Association
Research Department
1389 Broad Street
Clifton, New Jersey 07013

*done 2453c
ms in 11/73 P.F.
BP/WS*

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Foodtown-Mayfair Markets and your union's local 1262. The agreement we now have on file expired April 1973.

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 Plans. 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).

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 22⁸⁶
2. Number and location of establishments covered by agreement 78
3. Product, service, or type of business Supermarket
4. If previous agreement has been extended without change, indicate new expiration date _____

John Lyons
(Name)
1389 Broad St Clifton, NJ
(Business address)

Secretary/Treasurer
(Position)

(City, State, and ZIP code)