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Collective Bargaining Agreements

9-3-1962

Food Fair Stores, Inc. and Retail Food Clerks Union Local 1245

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Food Fair Stores, Inc. and Retail Food Clerks Union Local 1245

Location

PA

Effective Date

9-3-1962

Expiration Date

8-29-1965

Number of Workers

1750

Employer

Food Fair Stores, Inc.

Union

Retail Food Clerks Union

Union Local

1245

NAICS

44

Sector

P

Item ID

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Comments

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IX-8/65

Expired 8-29-65

Un. AGREEMENT
SEP 17 1965 BETWEEN

FOOD FAIR STORES, INC.

and

**RETAIL FOOD
CLERKS UNION
LOCAL 1245**

A.F.L.-C.I.O.



**Retail Clerks
International Association**

**RETAIL FOOD CLERKS UNION
LOCAL 1245**

**791 Passaic Avenue
Clifton, N. J.
Phone 471-2380**

Dear Member:

This is your personal copy of the contract negotiated by your Union and the Company for which you work.

You should read carefully all the sections to acquaint yourself with the conditions as they will exist for the duration of this agreement.

This contract is not written for any individual but is written to do the most good for all concerned—and in this spirit all parties should do their utmost to fulfill the conditions as set forth.

If you have any questions on your contract please feel free to contact your Union office at any time.

Fraternally yours,

FRANK DeVITO,

Secretary-Treasurer

AGREEMENT

AGREEMENT between FOOD FAIR STORES, INC., a corporation of the Commonwealth of Pennsylvania, hereinafter referred to as Employer, and RETAIL FOOD CLERKS UNION, LOCAL 1245, of Clifton, New Jersey, chartered by Retail Clerks International Association, AFL-CIO, hereinafter referred to as Union.

SECTION 1

UNION RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees including all persons performing any porter work, employed in its stores within the jurisdiction of the Local Union, except and excluding supervisors, store managers, and employees working exclusively in the Meat Department of the Employer's retail establishment.

B. The Employer further agrees that if the Employer should establish a new store or stores within the jurisdiction of the Local, that as of the time such store is established, this Agreement shall apply to such new store.

SECTION 2 UNION SECURITY

A. All employees shall as a condition of employment, become and remain members of the Union in good standing on and after the thirty-first (31st) day following the date of their first employment, or on and after the thirty-first (31st) day following the effective date of this agreement, whichever is the later.

B. The Employer shall pay said person so employed during the period said person is not a member of the Union, at the regular Union wage provided for in this Agreement for the class of work said person is doing, and shall in all other respects require said person to work under and live up to all provisions as set forth in this Agreement.

C. Upon failure of any employee to become or remain a member of the Union within the period and under the conditions specified in Paragraph A above, the Union shall notify the Employer in writing of such failure and the Employer shall immediately upon receipt of such notice, but not more than seven (7) days thereafter, discharge any such employee in accordance with the provisions of the Labor

Management Relations Act of 1947, as amended.

D. The Employer, having received proper and legal written authorization from the employee so to do, shall deduct from the wages due said employee the amount set forth in said authorization for dues and initiation fees and shall transmit the total of said deduction to the Union by the 1st of the month next succeeding the month in which the deduction was made.

Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of uniform dues and initiation fees, made pursuant to the provisions of this Agreement.

E. The Employer agrees to display in each store the standard Union Store Card as furnished by the Union, and agrees to surrender same upon demand of the Union.

F. Employer agrees to advise the Union of all hirings, discharges, transfers, lay-offs, promotions, demotions, and all increases during the term of this Agreement. If, as a result of a Company request that an em-

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ployee transfer from one store to another, and said transfer will not result in a promotion, and the employee's carfare expenses (between home and market) are increased, Employer shall reimburse the employee for the additional cost of transportation not to exceed one (1) trip each way daily.

G. Employer agrees to compile and furnish to Union, seniority lists of all regular full-time employees and all regular part-time employees; said lists are to be set up on the basis of the last hiring date.

H. It is further understood that all such employees shall be on probation for the first thirty (30) days of employment and may be discharged by the Employer, giving the Union no cause of dismissal within this period.

I. Regular part-time employees will be given preference for full-time employment whenever a full-time vacancy occurs, provided they are available and qualified for such work.

SECTION 3 DISCHARGE

A. The Employer shall have the right to discharge any employee for good cause. The Employer shall not discharge or dis-

criminate against any employee because of his membership in the Union or his participation in Union activities. Upon the discharge of any employee, the Employer shall thereafter notify the Union of such discharge as soon as possible.

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B. The Employer recognizes the principles of seniority, and shall be governed by said principles in the matters of promotions, demotions, lay-offs, rehires, and transfers, but may take into consideration as to each employee involved, his ability to perform the work.

C. Employees laid off and rehired within six (6) months shall retain their former seniority. Time not worked shall not be considered in determining benefits under other sections of the contract.

D. Union agrees that neither it nor its members will engage in Union activities on Employer's time or in Employer's stores, provided, however, the representative of the Union shall have access to Employer's stores during hours employees covered by this contract are in the store, to satisfy himself that this contract is being observed; such representative shall not interfere with or cause undue interruption of the Employer's business.

E. Any regular full-time employee who shall become pregnant shall voluntarily terminate her employment not later than the beginning of the sixth (6th) month of pregnancy and she shall be given preference for re-employment when a vacancy occurs in a position for which she qualifies provided she shall have been with the employer twelve (12) months or more continuously next preceding the beginning of the pregnancy, and provided further that the request for such employment is made by the employee not later than ninety (90) days after the termination of the pregnancy. Upon request for re-employment, the employee shall furnish a Doctor's certificate showing she is able to perform the normal duties of her job. After such an employee meets the above conditions she shall be reinstated and her seniority shall be restored giving her credit up to the day on which her leave of absence commenced and excluding only the period of such leave of absence. Failure to apply for reinstatement within the ninety (90) day period shall be deemed a waiver of all rights hereunder.

SECTION 4 HOURS AND OVERTIME

A. The work week shall consist of forty (40) hours to be worked within five (5) days. The work schedule shall consist of a minimum of three (3) eight (8) hour days and two (2) flexible days. In any work week in which a paid holiday falls, a minimum of two (2) eight (8) hour days shall be scheduled. It is agreed that no full-time employee will work more than one (1) night within the forty (40) hour week.

B. All work in excess of forty (40) hours in any one (1) week or after 6:00 P.M., with the exception of one (1) night, shall be deemed overtime, and paid for at the overtime rate of time and a half ($1\frac{1}{2}$) the employee's regular rate of pay.

C. The regular day's work for all full-time employees shall be worked in consecutive hours, and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day.

D. All full-time employees reporting for work on their scheduled work day shall be guaranteed work with pay for their scheduled hours. In the event an employee is called to work on his predesig-

nated day off, he shall be guaranteed a minimum of four (4) hours pay at the over-time rate.

E. Where part-time employee reports for work at the time set by and pursuant to instruction from Employer, and is not given work, said employee shall be entitled to three (3) hours wages at his normal straight time rate of pay.

F. A part-time employee is defined as one who is regularly scheduled for twenty-nine (29) hours or less a week. Any part-time employee temporarily working more than twenty-nine (29) hours in any week shall receive for such hours worked the applicable full-time hourly rate of pay.

G. The Employer shall post weekly in each department or store, a working schedule of all employees covered by this Agreement showing their daily hours of work and their predesignated day off. This notice shall be posted by the Saturday preceding each work week. The Employer shall give all employees five (5) days notice of any change in their preresignated day off, except in cases of bona fide emergencies. Employees required to work on their predesignated day off without re-

ceiving due notice as above provided shall be paid at the rate of time and one-half ($1\frac{1}{2}$) their straight time rate of pay for work performed on such day, except in cases of bona fide emergencies.

H. All employees will be given a fifteen (15) minute rest period in the middle of each four (4) hour shift.

I. Night Shift

The Employer may establish a regular night shift which may start no earlier than two (2) hours before store closing and employees assigned to said shift shall receive a premium of ten (10¢) cents per hour for their shift. No employee presently assigned to a day shift shall be compelled to take an assignment on the night shift.

SECTION 5 — WAGES

A. The following across-the-board increases, or to the applicable rate of pay in accordance with their classification, whichever is higher, shall be granted as follows:

Department Manager:		Sept. 3, 1962	Mar. 1, 1964
Grocery	*1st 6 Mos.	\$100.00	\$104.00
	Thereafter	105.00	109.00
Produce	*1st 6 Mos.	100.00	104.00
	Thereafter	105.00	109.00
Dairy	*1st 6 Mos.	90.00	94.00
	Thereafter	95.00	99.00
Head Cashier	*1st 6 Mos.	85.00	89.00
	Thereafter	90.00	94.00

*Applies only to employees appointed to Manager jobs after September 3, 1962.

General Increase	\$ 5.00	\$ 4.00
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or to the applicable minimum rate above, whichever is higher.

Regular Full-Time Clerks:

Males:

First 6 Months	\$ 60.00	\$ 60.00
Second 6 Months	63.00	63.00
Third 6 Months	68.00	68.00
Fourth 6 Months	73.00	73.00
Fifth 6 Months	76.00	76.00
Sixth 6 Months	80.00	80.00
Thereafter	85.00*	85.00*

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*Effective March 1, 1964, the \$85.00 rate becomes \$90.00 for those males hired prior to September 2, 1962.

Females:

First 6 Months	\$ 56.00	\$ 56.00
Second 6 Months	60.00	60.00
Third 6 Months	65.00	65.00
Fourth 6 Months	69.00	69.00
Fifth 6 Months	73.00	73.00

Sixth 6 Months	77.00	77.00
Thereafter	82.00**	82.00**

**Effective March 1, 1964, the \$82.00 rate becomes \$86.00 for those females hired prior to September 2, 1962.

General Increase\$ 5.00 \$ 4.00
 or to the applicable minimum rate above, whichever is higher.

Part-Time Employees:

First 6 Months	\$ 1.20 hr.	\$ 1.20 hr.
Second 6 Months	1.30 hr.	1.30 hr.
Third 6 Months	1.40 hr.	1.40 hr.
Fourth 6 Months	1.50 hr.	1.50 hr.
Fifth 6 Months	1.60 hr.	1.60 hr.
Sixth 6 Months	1.65 hr.	1.65 hr.
Thereafter and effective 3-1-64		1.75 hr.

General Increase\$.10 hr. \$.10 hr.
 or to the applicable minimum rates above, whichever is higher.

Porters:**Sept. 3, 1962****Mar. 1, 1964**

First 6 Months	\$ 56.00	\$ 56.00
Second 6 Months	59.00	59.00
Third 6 Months	61.00	61.00
Fourth 6 Months	64.00	64.00
Fifth 6 Months	69.00	69.00
Thereafter		73.00

General Increase\$ 5.00 \$ 4.00
or to the applicable minimum rates above, whichever is higher.

B. The Employer agrees that all new full-time employees who have had previous chain grocery store experience during five (5) years preceding their hiring date and who claims such experience at the time of filing of their application with the Employer, and such experience shall be verified by their previous Employer, shall be given credit for such experience and their starting rate shall be based on their actual full-time experience according to the schedules of rates.

C. The Employer shall grant previous experience credit toward establishing wage rates only for part-time employees who were previously employed with the Employer and who were subsequently re-hired. It is agreed that there will be a five (5) year limitation on the checking of such records.

D. Part-time employees accepting full-time employment shall receive service credit for determining their applicable rate of pay on the basis of one month full-time credit for each two (2) months of part-time service.

E. Part-time employees shall receive overtime for all hours worked on their sixth day of work in any one week.

F. Porters' Duties

The duties of the porter shall include general portering and cleaning up of the store, carrying out of Customer packages, sorting and handling empty bottles, and icing produce counters. In no instance shall porters be allowed to handle, display, or sell any merchandise sold in the store. Porters shall fall under the general category of "Clerk" wherein the word "Clerk" is used throughout the contract except to rates of pay.

SECTION 6 VACATIONS

A. All employees who have been actively in the employ of the Employer twelve (12) consecutive months, shall receive annual vacations on the following basis:

1. All employees who have completed one (1) year of service, shall receive one (1) week of vacation with full pay.

2. All employees who have completed two (2) years of service, shall receive two (2) weeks vacation with full pay.

3. All employees who have completed ten (10) years of service, shall receive three (3) weeks vacation with full pay.

4. All employees who have completed twenty (20) years of service shall receive four (4) weeks vacation with full pay.

B. Part-time employees' vacation shall be pro rated on average weekly hours for the year.

C. Vacation periods shall be fixed by the Employer to suit the requirements of his business. But as far as possible and practicable, vacations will be given between May 1st and September 30th of each year. Vacation periods, with the exception of the third week and fourth week, shall be given in consecutive weeks. The third and fourth weeks of vacation will be granted at a time mutually convenient to the employee and the Employer. Where possible, the third week will be granted consecutively with the first two weeks.

D. Any regular or part-time employee who has been employed for twelve (12) consecutive months or longer shall, upon termination of his employment, be entitled to receive vacation pay for all full years of employment served for which no vacation has been given except in the case of discharge for proven dishonesty.

E. All time up to a maximum of two (2) months lost from employment because of

a granted leave of absence from work or temporary lay-off shall be considered as time worked for the purpose of determining the length of employment in relation to vacation privileges. Should an employee with more than one (1) year of service be granted a leave of absence which exceeds two (2) months, then such employee's vacation privileges shall be that fractional part which his time worked on the job bears to twelve (12) months.

F. If one of the holidays hereinafter mentioned occurs during an employee's vacation, the Employer shall, at its option either give said employee an additional day's vacation or an extra day's pay.

G. Any employee who works during the ensuing year on a permanent and definite overtime schedule (i.e., every week) basis, shall receive, during his vacation period the wage regularly received by him during said year.

H. Where an employee relieves a higher classified employee for three (3) or more days, said employee shall receive the rate of the higher classification during said period of time.

SECTION 7
HOLIDAYS AND SUNDAYS

A. The Employer agrees that the following days shall be considered holidays and granted without reduction of pay. When a holiday falls on a Sunday, the following Monday shall be observed:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
One-half day on Presidential
Election Day

*Personal Holiday

*Effective January 1, 1963, for regular full-time employees with one year or more of continuous full-time service, work can be performed on any of the hereinabove mentioned holidays; however, work as such shall be compensated for at the rate of straight time plus time and one-half.

B. Where the Employer closes his store to the public on any other holiday voluntarily, the Employer agrees that no employee coming under the jurisdiction of this contract shall suffer a reduction of pay on account of such closing.

C. It is further agreed that the work-week during which a holiday is given, in accordance with this Agreement, shall be considered as follows:

For full-time employees, it shall be a four (4) day week consisting of thirty-two (32) hours for which the employee shall be paid forty (40) hours pay. All time worked over thirty-two (32) hours during said holiday week, shall be compensated for at the overtime rate of time and one-half.

For a half-day holiday week, i.e., a four and a half (4 $\frac{1}{2}$) day week consisting of thirty-six (36) hours for which the employee shall be paid forty (40) hours pay. All time worked over thirty-six (36) hours during said holiday week shall be compensated for at the overtime rate of time and one-half.

D. All part-time employees shall be entitled to holiday pay as set forth in this section when said holidays fall on their scheduled work day, based on the number of hours regularly worked by such employee on that day on which the holiday falls. Part-time employees normally scheduled on a one-half ($\frac{1}{2}$) day holiday shall receive pro rata benefits.

E. Part-time employees having more than one year's continuous service shall receive a minimum of four (4) hours holiday pay whether or not they were scheduled to work on the holiday.

F. No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular work day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and said day after said holiday is due to express permission from or action of the Employer, and also in case of certified illness.

G. All work performed on Sunday shall be compensated for at double the employee's regular straight time rate of pay.

H. Employees who are registered voters and who so request shall be granted two (2) hours to vote on all State or National Election Days (excepting Presidential Election Day when paragraph A, Section 7) shall apply.

SECTION 8 UNIFORMS

Employer agrees to furnish and have laundered all coats and aprons required by Employer to be worn in the stores. Un-

ion agrees that its members shall look presentable to the public and, to their best ability, work for the interests of the Employer by attempting to increase sales at all times.

SECTION 9

ADJUSTMENT AND ARBITRATION

A. Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute or disagreement, but the difference shall be adjusted in the following manner.

B. Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall within three (3) days, attempt to reach a settlement of the controversy.

C. If the matter is not amicably settled under (B) above, within five (5) days after attempt to reach a settlement, the matter shall be submitted to a Board of Adjustment appointed as follows:

1. One (1) member shall be appointed by the Employer involved, and one (1) member shall be appointed by the Union. They shall within three (3) days thereafter, mutually select a neutral Chairman who shall be disinterested and not a member of the Union, nor engaged in the same line of business as the Employer, and these three (3) shall constitute a Board of Arbitration and shall render a decision within five (5) days or such further time as the Board of Arbitration may mutually agree upon, and said decision shall be final, binding and conclusive upon all parties concerned.

2. In the event the Board of Arbitration is unable to agree on a mutual Chairman within the time limits herein prescribed, a request shall be made of the American Arbitration Association, for a list of fifteen (15) arbitrators and the parties shall select therefrom one arbitrator as follows: Each of the parties shall strike one name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.

3. The Arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way effect

a change in, modify or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new agreement or any subsequent annual agreement except as hereinafter provided.

D. The provisions of no strike or lock-out shall not be binding on either party, if the other fails to abide by the decision of the Board of Adjustment or of the arbitrator. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

E. In case of a discharge or lay-off of any employee (who has been employed for more than thirty (30) days) in which the employee is found by the Board of Arbitration to have been unjustly removed from his or her position, he or she will be restored to his or her former position or its equivalent with full pay for time lost if the arbitrator so decides.

F. All complaints must be filed in writing within thirty (30) days after the matter in dispute or disagreement is brought to the attention of the Union, provided that any complaints in reference to dismissal must be filed in writing to the Employer

within ten (10) days from the date the Union receives notice of dismissal from the Employer. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

G. During the consideration of such differences or misunderstanding neither party shall change the conditions existing at the time the controversy arose nor shall either party use any coercive or retaliatory measures to compel the other party to accede to its demands.

SECTION 10 GENERAL CONDITIONS

A. No member of the Union shall suffer a reduction in wages or an increase in hours or reduced vacation time or split-shift by any provisions of this contract.

B. Where employees are required to have health certificates, whether by law or company request, the company will pay all costs connected therewith.

C. Employees who sustain an occupational injury requiring treatment by a doctor, shall suffer no loss in pay for the day that the injury occurs if the doctor orders the employee not to return to work that day.

SECTION 11
SEPARABILITY CLAUSE

A. The provisions of the Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiation and agreement on provision or provisions so invalidated.

SECTION 12
HEALTH AND WELFARE

A. The Employer will maintain the following Welfare Plan for the benefit of covered employees as hereinafter defined:

1. **Life Insurance**

Covered employees shall receive on the first of the month following completion of:

Six (6) months service	\$1,000
Twelve (12) months service	1,500

2. Disability benefits for injury or illness not covered by Workmen's Compensation with a maximum of \$50.00 per week for twenty-six (26) weeks during any period of twelve (12) calendar months, based on a maximum of $66\frac{2}{3}\%$ of a covered employee's base weekly pay; such benefits to be payable after the first seven (7) consecutive days, in case of illness, and commencing with the first day in case of accident. Employees will not be eligible for benefits in the following circumstances:

- (a) During the first seven consecutive days of illness.
- (b) For any period when he is not under a physician's care.
- (c) For disability arising from pregnancy or complication thereof.
- (d) For disability due to self-inflicted injury or injury received during the commission of a crime.
- (e) For disability during which work is done for profit.
- (f) In a weekly amount which, together with any additional amounts paid by an Employer would exceed regular weekly wages.
- (g) For any period during which he

would be disqualified for Unemployment Compensation because of a labor dispute (unless disability occurred before dispute).

3. Blue Cross (Hospital Benefits) and Blue Shield (Medical-Surgical Benefits) for the benefit of each covered employee and their dependents, according to the 120-day Master Plan of Blue Cross and Blue Shield (as per exhibit from Blue Cross and Blue Shield) or its equivalent.

The Company shall match such increased benefits as Blue Cross and Blue Shield shall make effective in their standard policy during the life of this Agreement. Payments for Hospital, Surgical and Medical Benefits will be made only to the hospitals and doctors who provide the services herein contemplated.

4. Benefits under the Welfare Plans shall cease on the termination of employment with Employer.

5. All costs in connection with Welfare Plan shall be paid by Employer. Each covered employee to be given policy coverage.

6. An employee shall be considered a "Covered Employee" on the first of the month following the completion of six (6)

months of continuous regular full-time service.

7. Dependent shall mean spouse and any unmarried children living at home between the ages of 14 days and the 19th birthday.

SECTION 13 **PENSION**

As more particularly set forth in Schedule A attached hereto and made part hereof.

SECTION 14 **STEWARDS**

A. It is understood that the stewards of the Union shall at all times be full-time employees and shall be the last to be laid off in any case. Union shall furnish to Employer a complete list of Stewards which shall be submitted from time to time as may be necessary.

B. It is understood that Union will use its best efforts to secure as Stewards, a high caliber of employee who shall be required to conform to the standards and qualifications set by the Union.

SECTION 15 **JURY DUTY**

A. Full-time employees actually serving on juries shall receive the difference between their straight time weekly basic

pay and the amount received while on jury duty. They will be expected to work their regular schedule at times when the jury is not in session.

SECTION 16 FUNERAL LEAVE

In the case of a death in the immediate family (namely the death of a parent, spouse, child, brother, sister, or parent-in-law) of a full-time employee, requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted a leave of absence up to three (3) days. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for that portion of the time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

SECTION 17 MILITARY SERVICE

Any employee returning from the military service shall be put back on the regular job he had when leaving for military service, or its equivalent, subject to the provisions of the Universal Military Train-

ing and Service Act. Because "on-the-job" experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify an employee for automatic promotion within such a rate range but same shall be based on payroll service only.

SECTION 18 DURATION OF AGREEMENT

This Agreement shall be effective from and after September 3, 1962, and shall remain in force until August 29, 1965, and from year to year thereafter, with the right of either party to give written notice not less than sixty (60) days prior to August 29, 1965, or the 2nd day of September of any subsequent year thereafter, of its desire either to change or to terminate this Agreement. In the event either party serves any such notice, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that, pending the result of such renegotiation, neither party shall change the conditions existing at the time under the contract.

FOR THE COMPANY:
FOOD FAIR STORES, INC.

J. S. Schwartz, Vice-President
John Borland, Jr.
Arthur Adams

FOR THE UNION:
RETAIL FOOD CLERKS UNION,
LOCAL 1245—RCIA-AFL-CIO

Frank DeVito, Secretary-Treasurer
Russell Glassford, President

SCHEDULE A

PENSIONS

The Employer agrees to meet with the Union and other retail food companies, who have similar contracts with the Union, in a joint effort to formulate an Industry Pension Plan, which will become effective not earlier than September 1, 1962, under the following conditions:

1. After all the details of the Trust Agreement and Pension Plan on an industry basis are worked out and agreed to by the Industry and by the Union, the Employer will be obligated to contribute to the Pension Fund the sum of five cents (5¢) per hour for each hour worked by each regular full-time employee covered by this Agreement, up to a maximum of forty (40) straight time hours each week. For the purpose of this paragraph "hours worked" shall include paid vacations and paid holidays.

2. The effective date for the commencement of the obligation to contribute five cents (5¢) referred to in the preceding paragraph shall be determined during the meetings on the formulation of the Pension Plan and shall be the same for all com-

panies; provided, however, that the hourly contribution for new full-time employees hired subsequent to such effective date shall commence with the first full payroll week following the completion of thirty (30) days of continuous active employment.

3. The Industry Pension Plan to be prepared and entered into must have the continuing approval of the Internal Revenue Service as an exempt plan. The Employer will not be obligated to make any contributions which are not deductible from gross income for Federal Income Tax purposes.

4. It is understood and agreed that actual payment of contributions will be made not earlier than the date written approval of the Plan by Internal Revenue Service is received by the Employer.

5. It is the intention of the parties that the five cents (5¢) contribution shall be used to provide an actuarially sound plan of pension benefits within the determination of an accredited Actuary acceptable to both the Employer and the Union, and to cover such reasonable expenses as may be incurred in the development and operation of the Plan.

6. Each employee covered by this Agreement shall retire not later than the first day of the calendar month following his sixty-fifth (65th) birthday.

7. It is agreed that all matters involving pensions not specifically set forth herein shall be determined by the provisions of the Trust Agreement governing the Plan.

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U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25, D.C.

August 19, 1965

SEP 17 1965

II

~~Mr. Richard L. Johnston~~ Mr. Frank De Vito, President
Retail Clerks International Association
Local #1245
1028 Broad Street
Newark, New Jersey

Dear ~~Mr. Johnston~~:

To assist us in our continuing studies of collective bargaining practices and in maintenance of a file of agreements for government and public use, would you please send us a copy of your current agreement(s), indicated below, together with any related supplements or wage schedules.

Copy of current union agreement covering the Food Fair Stores, Incorporated.

Expiring 8/29/65. We are now in the process of negotiating

For ~~statistical purposes~~ a new Agreement, we need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

Very truly yours,

Ewan Clague

Ewan Clague
Commissioner of Labor Statistics

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 1700
2. Name of employer party to agreement Food Fair Stores, Inc.
3. Address of establishment covered by agreement (if more than one, simply indicate city, State, or region) states of New Jersey and New York
4. If more than one employer is party to agreement, indicate number only 1
5. Product, service, or type of business Chain grocery stores

Notify me when new BLS collective bargaining agreement studies are issued

Frank De Vito
(Your name)
791 Passaic Ave.,
(Street)

President
(Position)
Clifton, N.J.
(City and State)