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4-5-1987

Grand Union Company and United Food and Commercial Workers, AFL-CIO, Local 1262 (1987)

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Grand Union Company and United Food and Commercial Workers, AFL-CIO, Local 1262 (1987)

Location

NJ; NY

Effective Date

4-5-1987

Expiration Date

4-7-1990

Number of Workers

3100

Employer

Grand Union Company

Union

United Food and Commercial Workers

Union Local

1262

NAICS

44

Sector

P

Item ID

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Comments

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AGREEMENT BETWEEN

UFCW LOCAL 1262, AFL-CIO, and THE GRAND UNION COMPANY

OCT 29 1987

#6841
New X 4/87
3,100 dues

This Union contract, negotiated for you by UFCW Local 1262, carefully explains in detail all of the terms and conditions of your employment and your many rights and benefits as a Union member.

You should read this agreement carefully because it is important for you to be fully aware of all of these protections and benefits and to understand how they help you on the job.

When all of the provisions of this contract are observed, you receive the full measure of protection you are entitled to in return for your hours of

labor. If you find that this contract is not being followed to the fullest, notify your Shop Steward or Union Business Representative immediately.

In addition to providing job security, this contract has an efficient grievance procedure for the orderly and fair settlement of any problem you may encounter in the course of your employment.

If you have any questions regarding your rights or benefits under this agreement, please ask your Shop Steward or Union Business Representative for assistance.

Also feel free to call or visit the Union Office. Remember, help is always as close to you as your telephone.

Sincerely and Fraternaly,

Sam Kinsora
Sam Kinsora, President

**FOR ASSISTANCE
WITH
HEALTH AND WELFARE
OR PENSION QUESTIONS
CALL
N.J. 1-800/522-4161
Other States 1-800/526-7447**

**FOR ASSISTANCE
WITH
ON-OR-OFF-THE-JOB
QUESTIONS
CALL
N.J. 201-777-3700**



AGREEMENT

THIS AGREEMENT made and entered into this 5th day of April, 1987, by and between THE GRAND UNION COMPANY, hereinafter referred to as the "EMPLOYER", and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1262, its successors and assigns, chartered by the UNITED FOOD AND COMMERCIAL WORKERS UNION (UFCW), AFL-CIO, hereinafter referred to as the "UNION".

WITNESSETH:

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

ARTICLE 1 - RECOGNITION

(a) The Employer recognizes the Union as the exclusive bargaining representative of the following employees: Food Clerks, Bookkeepers and Bakery Department employees (except Meat Department) in its supermarkets located in the Employer's Suburban and Jersey areas, exclusive of Store Managers, Assistant Store Managers, Grocery Department Managers, Produce Department Heads, Bakery Department Foremen and Foreladies, Cart Persons, supervisors within the meaning of the Act, and such other employees as may hereafter be mutually agreed upon between the Employer and the Union, except that, effective April 10, 1978, and thereafter, employees who are appointed to the classification of Produce Department Head and to the classification of Grocery Department Manager (in stores which have a Store Manager, Assistant Store Manager and Grocery Department Manager) shall be included in the bargaining unit.

(b) There are recognized only four (4) job classifications in this contract.

1. Department managers (where applicable), Bakery and classified employees.
2. Full-time employees.
3. Part-time employees.
4. Service clerks.

(c) Store Managers and Assistant Store Managers shall not perform bargaining unit work except in emergencies; in the event of circumstances beyond the Employer's control; to give instruction and training; or to provide prompt customer service.

(d) 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 bar-

gaining 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 the initial building of special displays, promotions or rotation of merchandise, nor shall this provision apply to bread and bakery products (such as cupcakes; 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., as well as beer and soda. The provisions of this paragraph shall not be applicable until sixty (60) days following a new store opening, reopening, remodeling or acquisition.

(e) 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 thirty (30) hours or more per week, a part-time employee who is reclassified to full-time, or a part-time employee who is scheduled to work thirty (30) hours or more per week in excess of six (6) consecutive weeks, excluding hours worked on Sundays, during vacation periods, or in the temporary relief of an employee on authorized leave.

(f) All other bargaining unit employees shall be classified as part-time employees or service clerks and are to receive those benefits specifically provided for them in this Agreement.

ARTICLE 2 - UNION SHOP

(a) 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 thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (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.

(b) 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 3 - CHECK OFF

(a) The Employer shall weekly 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 fifteenth (15th) 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.

(b) 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.

(c) The Employer agrees, on a once a year basis, to deduct from pay and remit to the Union's Active Ballot Club an agreed upon amount from employees who are Union members and who have signed deduction authorization cards.

(d) The Union agrees to hold the Employer harmless from all legal claims or liabilities that may arise out of any erroneous deductions as a result of above check-off provisions.

ARTICLE 4 - MANAGEMENT CLAUSE

(a) 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.

(b) The Employer will notify the Union when it places a cashier on an individual cash control program.

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

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(d) 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 or remodeled stores are opened by the Employer, the trial period shall be sixty (60) days for all employees newly employed at such time and may be extended to ninety (90) days at the request of the Employer to the Union. After the first sixty (60) days from the opening date of the store, the trial period shall be thirty (30) days.

(e) The discharge of probationary employees is not subject to the grievance and arbitration provisions contained in Article 14 of the Agreement.

ARTICLE 5 - REGULAR WORK WEEK AND MAXIMUM HOURS

(a) The normal work week for full-time employees, excluding those full-time employees who regularly work less than forty (40) hours and Bakery Production Department employees, shall consist of forty (40) hours, exclusive of meal periods, to be performed in five (5) eight (8) hour days from Monday through Saturday. Sunday shall not be part of the normal work week. Such days need not be consecutive. Employees working in excess of eight (8) hours in a day or forty (40) hours in a week, exclusive of meal periods, shall be paid for such excess work at time and one-half (1-1/2) their straight-time hourly rate.

(b) (1) The Employer may schedule first shift full-time employees (other than Bakery Production employees) to start between 6 A.M. and 10 A.M. at their regular straight-time rate of pay. Except for Bakery Production Department employees, hours worked before 6 A.M. shall be considered premium time and paid at the rate of time and one-half (1-1/2). The Employer may not schedule any full-time employees later than 10:00 A.M. except those assigned to a second shift or as discussed below. Full-timers hired or appointed after April 8, 1984, or first shift full-timers appointed from the night crew, second shift or part-time, in order to maximize customer service, may be scheduled to start no later than 3:30 P.M. two (2) days per week. Where mutually agreed, first shift full-time employees, except Bakery Production employees may be scheduled to start at 5:00 a.m.

(b) (2) Where Saturday is available as a day off, it shall be made available to full-time employees, by seniority, on a rotating basis, excluding Department Managers and other classified employees.

(b) (3) Full-time employees, by seniority, have preference to select the schedule within their shift, department and job classification so long as they have the ability and are available.

(c) Any full-time employee called into work on the employee's regularly scheduled day off shall be paid at the rate of time and one-half (1-1/2) and guaranteed a full day's work.

(d) (1) Full-time employees, except Bakery Production Department employees, working on a Sunday shall be paid for such work at two (2) times their straight-time hourly rate. Full-time employees hired or appointed to full-time employment after April 8, 1984 and part-time employees worked on a Sunday shall be paid for such work at one and one-half (1-1/2) times their straight-time hourly rate. For the purpose of computing wages due for work performed, the employee's work time at the beginning or at the end of a workday (excluding time spent washing up and changing clothes) will be computed to the nearest quarter of an hour. The employee will be held responsible for keeping an accurate and complete record of time worked in accord with the procedure prescribed by the Employer. Failure properly to record time worked may result in disciplinary action.

(d) (2) When a store is open for business on Sundays the normal ratio of full-time and part-time employees will be scheduled. Sunday work for a full-time employee will be scheduled on a rotating basis, providing the employee is capable of performing the available work. Failure to work on a scheduled Sunday without being excused in advance will disqualify an employee from Sunday scheduling for the following two (2) Sundays that such employee would otherwise have been scheduled. Full-time employees who work on a Sunday shall be paid a minimum of eight (8) hours at the Sunday premium rate provided the store is open for business for eight (8) hours and the employee remains available for work. Part-time employees who work on a Sunday shall be paid a minimum of four (4) hours at one and one-half (1-1/2) times their straight-time hourly rate provided the employees remain available for work.

(d) (3) Sunday work that is made available for part-time employees shall be rotated among all such employees who are capable of performing the work.

(e) Overtime shall be worked as required unless excused for good cause. Whenever full-time overtime work is made available by the Employer in a department, such full-time overtime work will be offered to the full-time employees who work in that department on a rotating basis, excluding the department manager and other classified employees.

(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 except in the case of the night crew where their schedule will be posted before their shift ends on Friday morning. In case of emergency or any condition beyond the control of the Employer, these schedules may be subject to change, but no schedules may be changed in order to deprive an employee of a holiday. There shall be no split shifts. Those full-time employees who regularly have the same day off shall be given a week's notice before it is changed.

(g) (1) 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 (1-1/2) the employee's regular hourly rate for all hours in excess of eight (8) hours in any one (1) day.

(g) (2) Part-time employees shall be guaranteed a minimum of four (4) hours' work each day they report to work as scheduled.

(g) (3) If any part-time employee is called into work on a day for which the employee is not scheduled, the Employer guarantees to offer any such employee a minimum of four (4) hours' work and the employee's schedule for the remainder of the week shall not be changed or reduced because of this.

(g) (4) Part-time employees who are scheduled for five (5) days in one (1) week, and who are called into work on their scheduled day off shall receive time and one-half (1-1/2) for all hours worked on said scheduled day off, provided said employee works the remainder of the schedule for that week.

(g) (5) Part-time employees on the payroll prior to the vacation period are to receive initial preference for vacation period work over new hires and secondary preference for such work shall be given to former part-time employees over new hires provided the former part-time employees make written application to the Employer within one (1) week following Easter Sunday.

(h) (1) The Employer shall endeavor to combine existing part-time assignments on a seniority basis, providing they can do the work so as to provide the maximum part-time employment per individual within the definition of part-time employment providing the employee is available to work such hours on a regular and continuing basis. A part-time employee may claim the daily schedule of hours of a less senior part-time employee in order to maximize his/her schedule within the definition of straight-time employment for part-time employees. The Employer shall endeavor to create full-time positions providing such positions can be assigned to employees who are available to work such hours on a regular and continuous basis.

(h) (2) Part-time employees may claim hours that may become available to maximize their work hours as provided in (h) (1) above.

(h) (3) The Employer shall endeavor to provide that part-time employees by seniority shall have the preference to select the work schedule within their department provided they have the ability and are available on a continuing basis.

(i) 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 Sections (a) and (b) of this Article. Employees working on the second shift will have a starting time between the hours of 12:00 noon and 4:00 p.m. except that full-time employees on the second shift may be scheduled to start an eight (8) hour shift between the hours of 6:00 A.M. and 12:00 noon one (1) or more days per week.

Employees hired prior to September 4, 1965, will not be obligated to work on the second shift unless they so choose. Employees hired after September 4, 1965, can exercise their seniority to avoid a transfer to the second shift. The Employer must transfer from day to second shift in inverse order of seniority, except for employees with less than one (1) year of service.

Those employees working on the second shift shall be entitled to a meal period of thirty (30) minutes to one (1) hour 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.

All full-time employees employed on the second shift shall be offered, in accordance with seniority, opportunities to be scheduled to work the first shift before any new hires are scheduled to work that shift. Full-time employees on the night crew shall be offered opportunities to fill second shift openings or to fill first shift openings not filled from the second shift as above, provided they are capable and are continuously available before new hires are scheduled to work that shift.

ARTICLE 6 - GOVERNMENT ENACTMENT OF MAXIMUM HOURS

The Employer will comply with applicable Federal and State laws concerning maximum hours of work.

ARTICLE 7 - WAGE CLAUSE

(a) (1) The scale of wages shall be as appears in Sche-

dule "A" attached and made part of this Agreement.

(a) (2) Any premium paid to a classified or night crew employee under the terms of this Agreement is to be included as part of the employee's regular hourly wage rate for all purposes.

(a) (3) When a full-time employee, who has been classified as such for six (6) months, is involuntarily reduced to part-time status, the employee shall not suffer a reduction in the employee's straight-time hourly rate. Thereafter, said employee shall progress on the part-time wage scale and provided the employee was on the Employer's payroll as of April 4, 1987, the employee shall receive any applicable part-time across-the-board increases. A full-time employee with two or more years of service who voluntarily reduces to part-time status shall not suffer a reduction in his present full-time rate of pay, except for a full-time employee who falls under the provisions of Article 19, paragraph C. Thereafter, said employee shall be placed on the part-time wage scale and shall receive any applicable part-time across-the-board, progression and previously granted cost-of-living protection increases. A full-time employee with less than two years of service who voluntarily reduces himself to part-time status shall be placed on the part-time progression scale based on his length of service. Thereafter, said employee shall progress on the part-time wage scale and provided the employee was on the Employer's payroll as of April 4, 1987, the employee shall receive any applicable part-time across-the-board and previously granted cost-of-living protection increases.

(a) (4) Should the Employer establish new classifications within the bargaining unit, the job content of which is substantially different from those then existing and for which rates of pay are not provided in this Agreement, the Employer and the Union shall negotiate rates of pay for such new classifications.

(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 that employee 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 the employee's 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 progression equal to a particular progression rate shall progress to the next higher rate each April and October.

(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) Part-time employees who are on the part-time wage progression and who are converted to full-time shall be given credit for their service on a one (1) month for two (2) month basis to establish their beginning wage rate and vacation entitlement as full-time employees. This provision shall not apply to those part-time employees who are already on the full-time wage progression for the purpose of establishing their wage rate, but shall be applicable for the purpose of establishing their vacation entitlement. Thereafter, said employee shall progress on the full-time wage scale on an anniversary date basis, but shall not be eligible for across-the-board wage increases. However, those employees on the payroll prior to April 9, 1984, shall continue to receive the previously granted cost-of-living protection increases. Part-time employees who are on the full-time wage progression and who are converted to full-time status, shall continue to progress on the full-time wage scale each October and April and shall be eligible for across-the-board and previously granted cost-of-living protection wage increases. Said employees shall be given credit for their service on a one (1) month for two (2) month basis to establish their vacation entitlement for full-time employees.

(i) Except as otherwise provided in this Agreement no employee shall suffer a reduction in the employee's 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.

(j) 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 two (2) years preceding their date of hire by the Employer, who claim such experience on the job applica-

tion, shall be given credit for such experience after thirty (30) days' employment, and their rate of pay thenceforth shall be based on their so verified full-time experience within the preceding two (2) years according to the rate schedule of this contract.

(k) Rehired part-time employees shall be given credit for up to one (1) year's experience with the same Employer, 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 8 - HOLIDAYS

(a) The following days shall be recognized as paid holidays. When a holiday falls on Sunday, the following Monday shall be observed:

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

Work may be performed on any of the holidays, but said work shall be compensated for at the rate of time and one-half (1-1/2) the employee's regular hourly rate plus pay for the holiday as set forth below.

(b) (1) The work week during which one of the holidays occurs is a four (4) day week consisting of thirty-two (32) hours. Hours worked in excess of thirty-two are overtime and compensated at the rate of time and one-half (1-1/2).

(b) (2) However, part-time employees may be scheduled to work a fifth day in a holiday week at their straight-time rate by mutual agreement.

(c) (1) 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 of the week.

(c) (2) Full-time employees who are required to work on any of the holidays listed in Article 8 (a) shall be paid at the rate of time and one-half (1-1/2) for all hours worked on the holiday plus pay for the holiday if they otherwise qualify for same.

(d) An employee shall be required to work the scheduled day before and after a holiday to be eligible for holiday pay unless excused for good and just cause. The part-time employees must also work all the hours scheduled for the week unless excused in advance for cause.

(e) Full-time employees shall receive eight (8) hours' pay for the holiday at their straight-time hourly rate, after thirty (30) days of service.

(f) After six (6) months' service, part-time employees shall be paid for the holidays and receive four (4) hours' pay unless the day falls on a day he or she would normally be scheduled to work. The employee will receive up to six (6) hours' pay for the holiday if he or she was scheduled to normally work more than four (4) hours on that day except that, part-time employees hired after April 8, 1984, shall receive a maximum of four (4) hours' pay for the holiday.

(g) Night crew employees 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. It shall not be a violation of this provision for the scheduled night crew to continue the practice of working one or the other evenings at straight-time at the employees' option.

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

(i) Personal Days

(1) Full-time employees on the payroll as of April 8, 1984, with one (1) year or more of service shall receive five (5) personal days off with pay per year. Full-time employees with less than one (1) year of service shall receive four (4) personal days off with pay during the year.

(2) Full-time employees hired after April 8, 1984, shall receive one (1) personal day off with pay for each three (3) months of service, up to a maximum of four (4) days per year. After completing one (1) year of service, these employees shall receive five (5) personal days off with pay in each ensuing year.

(3) Part-time employees on the payroll as of April 8, 1984, with six (6) months or more of service shall receive three (3) personal days off with pay per year.

(4) Part-time employees hired after April 8, 1984, shall after six (6) months of service, receive one (1) personal day off with pay during each ensuing three (3) month period during their first year of employment. After completing one (1) year of service, these employees shall receive three (3) personal days off with pay in each ensuing year.

(5) Personal days may be used for the purpose of mini-vacations, that is, consecutive work days off. Employees with two (2) or more years of service shall be entitled to such days off at a time of their choice, subject to department seniority in the event of conflict of employee choice. An employee shall notify the store manager at

least two (2) weeks in advance of his or her intention to use personal days for a mini-vacation, which shall be taken with due regard to business needs and not in conjunction with a regular vacation.

(6) Employees shall notify the store manager at least two (2) weeks in advance of schedule posting of intention to take a personal day off and the employee shall receive such day or a mutually agreed upon day off. In the event of a conflict of employee choice, department seniority shall prevail. In the event the Employer refuses to permit an employee to take a previously scheduled personal day, the Employer will pay the employee in lieu of that day.

(7) Full-time employees shall be paid eight (8) hours pay at their straight-time hourly rate for each personal day. Part-time employees shall be paid up to six (6) hours (but not less than four hours) pay at their straight-time hourly rate for each personal day if said employee normally would have been scheduled to work more than four (4) hours on that day except that, part-time employees hired after April 8, 1984, shall receive a maximum of four (4) hours' pay for the holiday.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

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

(b) Employees of acquired supermarkets who are hired and retained after the completion of their probationary period shall have seniority for layoff purposes only, among themselves in the acquired supermarkets, but not over other employees employed by the Employer prior to such acquisition.

ARTICLE 10 - SAFETY AND SANITARY CONDITIONS

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

(b) The Employer and the Union shall make every effort to see that the safety rules are obeyed.

(c) The Employer shall provide stress pads at the checkout stands.

ARTICLE 11 - VACATIONS

(a) Regular full-time employees hired prior to April 9, 1984, shall receive vacations with pay as follows:

One (1) week's vacation after six (6) months' service prior to April 1.

Two (2) weeks' vacation after two (2) years' service.

Three (3) weeks' vacation after six (6) years' service.

Four (4) weeks' vacation after twelve (12) years' service.

Five (5) weeks' vacation after twenty (20) years' service.

Eligibility for such 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. Regular full-time employees hired or appointed after April 8, 1984, shall receive one (1) week vacation after one year of service. All other vacation benefits will be the same as for full-time employees hired prior to April 9, 1984.

(b) (1) The third, fourth and fifth weeks of an employee's vacation entitlement need not be scheduled by the Employer consecutively following the first two (2) weeks of such vacation and may be scheduled by the Employer outside the May 1st through September 30th vacation period. Vacation periods and assignments shall be at the discretion of the Employer with due regard for the convenience of the employees. Those employees who desire to take their vacation at a time other than the vacation period (May 1 through September 30) or to split their vacation period between that time and another time, may do so provided it is not taken during a peak business week period.

(b) (2) Full-time night crew employees shall receive their night pay differential in their vacation pay.

(c) Full-time employees who regularly work thirty (30) or more but less than forty (40) hours per week shall be entitled to vacation benefits on a pro-rata basis in relation to the vacation benefits hereinabove provided for full-time employees, and subject to the same conditions.

(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 to which they are entitled.

(e) Part-time employees hired prior to April 9, 1984 with one or more years of service as of May 31 in any year shall be granted vacation with pay pro-rated on the basis of average weekly straight-time hours worked in the

preceding calendar year, as follows:

After one (1) year of employment as of May 31 - one (1) week's vacation.

After two (2) years of employment as of May 31 - two (2) weeks' vacation.

After six (6) years of employment as of May 31 - three (3) weeks' vacation.

After twelve (12) years of employment as of May 31 - four (4) weeks' vacation.

After twenty (20) years of employment as of May 31 - five (5) weeks' vacation.

Part-time employees hired after April 8, 1984, with one or more years of service, will receive vacations with pay under the same terms and conditions as part-time employees hired prior to April 8, 1984, pursuant to the following amendments to the present schedule:

One (1) week for one (1) year continuous service prior to May 31.

Two (2) weeks for three (3) years continuous service prior to May 31.

(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, at the option of the Employer, be given an additional day's vacation or an additional day's pay. The additional day may be taken either the last work day before, or the first work day after, the employee's vacation, said choice to be at the employee's option.

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 are laid off or who voluntarily terminate their employment shall receive a pro-rata vacation and pay for fifty per cent (50%) of unused sick leave up to a maximum of twenty (20) hours providing they give two (2) weeks' advance written notice to the Employer. Full-time employees who are laid off (to reduce the working force) before March 1st of a contract year, or their anniversary date, whichever is applicable, shall receive pro-rata vacation pay, provided they are entitled to six (6) or more days of vacation. Pro-rata vacation is vacation time earned since last anniversary date and not already taken.

(i) Vacation pay is to be paid in a separate check or by separate computation not included with other remuneration.

ARTICLE 12 - STORE LINEN

(a) The Employer agrees to furnish and launder (except drip dry garments) 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.

(b) The Employer will make rain gear available to employees who are assigned to work outdoors.

ARTICLE 13 - SENIORITY

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

(b) (1) The Employer shall maintain four separate seniority lists for these groups of employees:

- (i) Department Managers (where applicable), Bakery employees and other classified employees.
- (ii) Full-time employees other than the above.
- (iii) Part-time employees.
- (iv) Service Clerks.

(b) (2) Part-time employees shall not accumulate seniority over full-time employees. Service clerks will have and accumulate seniority only in their classification and only in their own store.

(b) (3) Full-time employees involuntarily reduced to part-time shall have their full-time seniority frozen and shall pick it up if and when returned to full-time employment. Seniority as part-time employees shall be measured from original dates of hire and shall include all service with the Employer in the bargaining unit.

(b) (4) When full-time employees voluntarily reduce themselves to part-time employment, their original dates of hire shall be their seniority dates.

(b) (5) When part-time employees are reclassified to full-time, their seniority as full-time employees shall begin with the date of reclassification to full-time. Their service as part-time employee shall be frozen for them.

(c) No employee can exercise seniority to claim a classified job.

(d) All employees working less than forty (40) hours per week who are interested in obtaining full-time posi-

tions shall place their names on a bid sheet. When a full-time job opportunity becomes available within the bargaining unit, the most senior capable employee within the department or skill level on the bid sheet shall be assigned to the job, provided the employee is available to work such hours on a continuing basis. Bid sheets shall be posted for six (6) month periods. Employees may place their names on them in the months of March and September of each year on a form approved by and made available to the Union.

(e) All employees interested in promotion to department manager and other classified positions shall place their names upon a classified job opportunity sheet. The Employer shall make promotions from such sheet provided the employees on such sheet are capable to perform the work. Classified job opportunity sheets shall be posted for six month periods. Employees may place their names on them in the months of March and September of each year on a form approved by and made available to the Union.

(f) Employees promoted to classified jobs shall retain previously acquired seniority, and new seniority in the classified job shall commence as of the time of promotion. In the event of layoff or the reduction of hours or replacement of classified employees, such employees shall be permitted to reclaim positions they previously held, or whatever equivalent jobs the employees are entitled to by the combined seniority in the employees' classified and unclassified jobs.

(g) When there is a reduction of hours, or layoff, employees shall be treated in the following manner:

(1) No employee shall have hours reduced until there has been a reduction of hours among less senior 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 five (5) days' written notice or forty (40) hours' pay in lieu of such notice of layoff by the Employer.

(3) 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) week's written notice or one (1) week's pay (normal scheduled hours) in lieu of such notice of layoff by the Employer.

(4) Layoffs shall be in reverse order of seniority first in the store of employment, then by bumping the least senior employee in another store of the Employer on a district-wide basis or in a mutually agreed upon geographical area and finally on a bargaining-unit-wide basis, provided the employee is capable to perform the work of the displaced employee and is available for the hours required to be worked.

(5) In the event of a layoff or reduction of hours among part-time employees, they will have the right to be reclassified as service clerks at the applicable service clerk rates, conditions and benefits in order to claim the hours of service clerks who have less seniority.

(6) In the event of a store closing or a major layoff, the Employer and the Union shall meet two weeks prior to the layoff to resolve the bumping rights of all the affected employees.

(h) Recall of employees from layoff shall be made in order of seniority so long as the most senior employee is capable and available to perform the work.

(i) An employee on layoff shall retain seniority for a period of six (6) months provided the employee has been employed in the bargaining unit for six (6) months or more prior to the date of layoff.

(j) An employee on a leave of absence shall retain seniority accumulated prior to the leave, for the period of the leave of absence, in accordance with the terms of Article 40.

(k) The Shop Steward or Stewards shall, in any event, have top seniority in the stores for purpose of layoff.

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

(1) Any employee recalled after layoff who fails to report for work within a period of forty-eight (48) hours (not including Saturday or Sunday) after the required date to report shall forfeit his right to reemployment.

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

(m) It is expressly understood that this Article shall be applied in accordance with Article 21 of this Agreement.

ARTICLE 14 - 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:

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

2. 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. The

Employer agrees to supply the Union with the relevant information necessary to process the grievance.

3. In order to comply with the Union's internal appeal procedure, the Union shall have ninety (90) days from the date of initial filing of the grievance to notify the Employer that it may go forward to arbitration.

4. 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 who, in cases involving discharge will hold hearings within approximately thirty (30) days after accepting appointment. If this does not occur in such cases, the expedited arbitration procedure of the American Arbitration Association may be utilized by the submitting party. 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.

(g) The Shop Steward or Union representative has the right to be present during any corrective interview between an official of the Employer and a member of the bargaining unit, concerning discipline or the application of the interpretation of this Agreement. An employee has the right to request the presence of a Union representative or Shop Steward at any investigatory interview which the employee reasonably believes might result in disciplinary action.

ARTICLE 15 - NO STRIKE CLAUSE

There shall be no strikes, 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 the term of this Agreement. This clause shall not bind a party to this Agreement if the other refuses to arbitrate or abide by the arbitrator's award.

ARTICLE 16 - SUBSTITUTE MANAGERS

An employee actually designated by the Employer to substitute for the Assistant Manager, Grocery Department Manager/Head or Produce Department Manager/Head for more than two (2) consecutive work days at any one time shall be paid for the entire period of such relief at the base weekly wage rate and hours of the person for whom the employee is substituting. However, an employee actually designated by the Employer to substitute for the Assistant Manager, Grocery Department Manager/Head or Produce Department Manager/Head in a store other than the employee's regularly assigned store shall be paid at the base weekly wage rate and hours of the person for whom the employee is substituting, commencing with the first (1st) day of such period of relief.

ARTICLE 17 - LUNCH PERIOD

(a) Where applicable, full-time employees shall receive 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. The supper period for such employees shall be scheduled by the Employer to commence after the completion of at least seven (7) hours of work by the employees.

(b) Full-time employees scheduled to begin work not earlier than 12:00 P.M. and not later than 2:00 P.M. shall receive one (1) full hour for supper between the hours of 5:00 P.M. and 7:00 P.M.

(c) Employees who are scheduled to work less than five (5) hours shall not be granted a meal period.

(d) Employees who are scheduled for more than five (5) hours but less than eight (8) hours of work shall be granted a one-half (1/2) hour meal period by the Employer.

(e) Meal periods shall not be deemed time worked.

ARTICLE 18 - REST PERIODS

Full-time employees shall be granted a fifteen (15) minute rest period in the first half and in the second half of each work day. Part-time employees shall be granted a fifteen (15) minute rest period approximately in the middle of each four (4) hour shift. Rest periods shall be considered as time worked.

ARTICLE 19 - REPLACEMENT OF FULL-TIME EMPLOYEES

(a) The Employer agrees that whenever a full time job becomes vacant, the Employer will replace the full-time employee with a new full-time employee taken from the bid sheet unless the vacancy occurs because of a reduction for economic reasons or a transfer under Article 13.

(b) The above paragraph shall not be applicable to newly hired or appointed full-time positions created after April 4, 1987. However, the above paragraph shall be applicable to newly hired or appointed permanent full-time positions created within the first ninety (90) days of a new store opening.

(c) Any part-time employee promoted to a new full-time position under the provisions of paragraph (b) above who is reduced either voluntarily or involuntarily to part-time status shall revert to his prior part-time rate, plus any applicable progression or across-the-board increases which he would have received had he not converted to full-time.

(d) Any full-time employee with one (1) or more years of continuous service who is discharged, or laid off, providing such discharge was not for dishonesty, shall be paid a pro-rata vacation and the pay for fifty percent (50%) of unused sick days up to a maximum of twenty (20) hours. Pro-rata vacation is vacation time earned since the employee's last anniversary date and not already taken.

ARTICLE 20 - 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 21 - NO DISCRIMINATION

There shall be no discrimination against any employee concerning any condition of employment because of the employee's race, color, sex, religion, creed or national origin.

ARTICLE 22 - 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, 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 23 - 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 the employee's 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 the employee to work four (4) hours or more of a scheduled shift shall report to the store to complete the employee's shift.

(b) Any part-time employee hired prior to April 9, 1984, 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 the employee's 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. An employee who is dismissed from jury service sufficiently early to enable the employee to work four (4) hours or more of a scheduled shift shall report to the store to complete the employee's shift. Any part-time employee hired on or after April 9, 1984 who has worked for the Employer for twelve (12) months will receive the part-time jury duty benefit.

(c) Night crew employees called and serving on jury duty will be excused from their work schedules without any loss of base wages.

ARTICLE 24 - FUNERAL LEAVE

(a) A full-time employee who has been in the employ of the Employer for thirty (30) days or more as a full-time employee, and who actually attends the funeral of his father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent shall for the time lost be allowed up to a maximum of eight (8) hours straight-time pay for each of his regularly scheduled working days, not to exceed three (3), commencing no earlier than the date of death and ending no later than the day of the funeral.

(b) Full-time employees who regularly work thirty (30) or more but less than forty (40) hours per week, and who have regularly worked such hours in the employ of the Employer for thirty (30) days or more, shall be entitled to receive on a pro-rata basis the funeral leave benefit hereinabove provided, subject to the same conditions.

(c) A part-time employee hired prior to April 9, 1984, who has been in the employ of the Employer for thirty (30) days or more and who actually attends the funeral of his father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent shall be paid at his straight-time rate of pay for those hours he is normally scheduled for work on those days, not to exceed three (3), commencing no earlier than the date of death and ending no later than the day of the funeral. All part-time employees hired on or after April 9, 1984 will receive this benefit after six (6) months of employment.

(d) An employee who has been in the employ of the Employer for thirty (30) days or more and who actually attends the funeral of his spouse or child shall be paid at his straight-time rate of pay for those hours he is normally scheduled for work on those days, not to exceed five (5) days. All part-time employees hired on or after April 9, 1984 will receive this benefit after six (6) months of employment.

ARTICLE 25 - UNION VISITATION

(a) 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 cashier, the Union shall have the right to have said employee relieved of duty, provided a suitable substitute is available, to converse with the Union Representative.

(b) The Union shall share existing store bulletin boards for the purpose of posting notices concerning regular Union business.

ARTICLE 26 - TRANSFERS

(a) The Employer shall have the right to transfer any full-time employee from one of its stores to another without the approval of the Union.

(b) No full-time employee shall be transferred beyond a twenty-five (25) mile radius of his home, except in the event the transfer is by reason of the closing of a store, or as a result of a general layoff or a promotion, or in the event the employee requests such a transfer. It is understood and agreed that this provision shall not apply to full-time employees who on the execution date of this Agreement are assigned to stores beyond the twenty-five (25) mile radius of their homes, nor shall it apply to full-time employees who move, except at the Employer's request, so as to be beyond a twenty-five (25) mile radius of their assigned stores.

(c) Temporary transfers are transfers of three (3) weeks' duration; all others shall be defined as permanent transfers. The Employer shall give one (1) week's advance notice of permanent transfers, and shall endeavor to give one (1) week's advance notice of temporary transfers.

(d) Temporary transfers of employees from one store to another, shall be made in inverse order of seniority within a job classification.

(e) In the event the employee is transferred by reason of the closing of a store or as a result of a general layoff or promotion, these transfers shall not be considered under this provision.

ARTICLE 27 - WAGE INFORMATION

In the event of a dispute between the parties to this Agreement as to whether an employee is being paid the wages 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 28 - 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 29 - DISCRIMINATION OR DISCHARGE OF EMPLOYEES

No employee shall be discharged or discriminated against because of 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 30 - SHOP STEWARDS

(a) For the purpose of layoffs only, shop stewards shall have top seniority in their respective stores and shall be the last to be laid off, provided they are qualified to perform satisfactorily the available work.

(b) There shall be no discrimination against shop stewards for fulfilling their responsibilities in assuring that both parties are adhering to the terms of this Agreement.

(c) The Employer agrees to give the Union two (2) weeks notice in the event of permanent transfer of a shop steward.

(d) The Union will furnish the Employer with a list of the names of its authorized business representatives and shop stewards and will keep this list current.

(e) One Shop Steward per store is to receive one (1) personal day with pay a year to be used for attending a Local 1262 Shop Steward Seminar.

ARTICLE 31 - COMPENSATION INSURANCE

The Employer agrees to cover employees under Workers' Compensation Insurance in accordance with the State laws.

ARTICLE 32 - MILITARY SERVICE

It is agreed that the Employer shall adhere to the re-employment provisions of the Military Selective Service Act and any amendments thereto.

ARTICLE 33 - SICK LEAVE

(a) Full-time employees are eligible for ten (10) sick leave days with pay at the beginning of each sick leave year, after completing one (1) sick leave year of service.

New full-time employees are eligible for sick leave on the basis of one (1) day for each month of service, after their first three (3) months of employment up to a maximum of nine (9) days, for the first sick leave year.

(b) Sick leave for full-time employees with less than one (1) year of service shall not be paid for the first day of sick leave. Full-time employees with more than one (1) year of service are paid for first day and for each day of sick leave.

(c) Full-time employees eligible for sick leave will receive a bonus of all unused sick leave within sixty (60) days after the end of the year provided they have one (1) or more years of service. Such bonus is to be paid in a separate check or by separate computation not included with other remuneration.

(d) The Employer may require a doctor's certificate after two (2) consecutive days of absence. Sick leave pay is to be paid promptly.

(e) (1) Part-time employees shall be entitled to the following sick leave benefits:

LENGTH OF SERVICE	SICK LEAVE
After six (6) months	Up to three (3) scheduled days
After one (1) year	Up to four (4) scheduled days
After two (2) years	Up to five (5) scheduled days

Sick leave pay shall be for the hours scheduled up to a maximum of six (6) hours' pay per day. Part-time employees, after one (1) year of service, shall be paid for unused sick days within sixty (60) days after the end of each sick leave year, on the basis of four (4) hours straight-time pay for each unused day. Such bonus is to be paid in a separate check or by separate computation not included with other remuneration. There shall be no sick leave pay for the first scheduled day not worked because of illness during the first year of employment.

(e) (2) Part-time employees hired after April 8, 1984, shall be entitled to the following sick leave benefits:

LENGTH OF SERVICE	SICK LEAVE
After one (1) year	Up to three (3) scheduled days
After two (2) years	Up to four (4) scheduled days
After three (3) years	Up to five (5) scheduled days

Sick leave pay shall be for the hours scheduled to a maximum of four (4) hours' pay per day. Part-time employees, after one (1) year of service, shall be paid for unused sick days within sixty (60) days after the end of the sick leave year, on the basis of four (4) hours straight-time pay for each unused day. Such bonus is to be paid in a separate check or by separate computation not included with other remuneration. There shall be no sick leave pay for the first scheduled day not worked because of illness during the first year of eligibility.

(f) Employees injured on the job and unable to complete his/her day's work shall be paid for all hours scheduled for that day.

(g) The Employer will pay full-time employees with two (2) or more years of service, who are out of work

because of illness or injury, a payment of fifty dollars (\$50.00) per week after the fourth (4th) full week of absence up to a maximum of thirteen (13) weeks. This payment shall be in addition to any state disability or Workers' Compensation benefit the employee may receive.

ARTICLE 34 - EMPLOYEE BENEFIT PLANS

(a) Effective May 1, 1987, the Employer shall contribute to the U.F.C.W., Local 1262 and Employers Health and Welfare Fund, on behalf of each full-time employee on the first of the month following three (3) months' service as follows:

Effective May 1, 1987-
\$199.00 per month

(b) Effective May 1, 1987, the Employer shall contribute to the U.F.C.W., Local 1262 and Employers Health and Welfare Fund on behalf of each part-time employee on the first of the month following twelve (12) months' service as follows:

Effective May 1, 1987-
\$50.00 per month

(c) (1) If the monthly contribution shall be insufficient to provide the benefits established as of this Agreement, then the Employer's monthly contribution shall be increased so that the established level of benefits will be maintained for the duration of this Agreement.

(2) The amount of monthly contribution to the fund and the method of calculation, whereby a specific monthly sum is contributed for each class of employee, is a formula for providing gross income to the Fund and bears no relationship to the benefits provided.

(d) The following should be observed when remitting contributions:

(i) The Employer shall make monthly contributions for all eligible employees who are on the Employer's active payroll as of the first (1st) day of each month.

(ii) The Employer shall continue contributions for any said employees up to three (3) months during absence from work due to compensable or non-compensable injury or illness.

(iii) The Employer agrees that the waiting period shall be waived when hiring employees currently eligible and covered by Pathmark, Foodtown or Shop Rite contracts with Local 1262, and shall make contributions from the first (1st) of the month following hire.

(iv) Employer contributions shall be discontinued the month following:

Leave of Absence

Voluntary Quit

Termination for Cause

Layoff, except for full-time employees with five (5) or more years of service as set forth below

(v) Employer contributions shall be resumed on the first (1st) of the month immediately following the return to work on Employer's active payroll after illness, injury, leave of absence or recall from layoff providing Employer contributions had been previously discontinued.

(vi) If an eligible part-time employee is reclassified to full-time, the Employer shall begin making full-time contributions for said employee the first (1st) of the month following reclassification. If an employee is reclassified to full-time and was not eligible for part-time participation, fifty percent (50%) credit will be given for the employee's part-time service toward the waiting period for full-time participation. Full credit shall be given for an employee who converts from full-time to part-time and who had not reached eligibility.

(vii) The Employer shall continue to make full-time contributions for an employee who is involuntarily reduced to part-time for three (3) months next following the reclassification.

The Employer shall make part-time contributions the first (1st) of the month following the month in which an employee voluntarily changes to part-time status, if an employee was eligible as a full-time employee.

(viii) Contributions shall begin the first (1st) of the month following re-employment of an eligible employee who leaves employment to enter the military service of the United States, and who is entitled to re-employment under the applicable laws of the United States.

(e) Full-time employees with five (5) or more years of service who are laid off shall continue to be covered for Health and Welfare for three (3) calendar months following the date of layoff, unless they are otherwise employed and eligible for benefits.

(f) Retiree Benefits:

(1) The Health and Welfare Fund shall continue to provide certain retiree benefits, as determined by the Trustees of the Fund, for full-time employees who have retired as of June 1, 1984, and qualified at that time.

(2) Based upon consultation with the Plan Admi-

nistrator and the Plan Consultant, the Health and Welfare Fund shall provide that full-time employees who retire on or after June 1, 1984, who have reached age 55 and whose combination of age and years of "credited benefit service" as defined in the Local 1262 Pension Plan totals a minimum of 77 (disability pensioners need have only 15 years of "credited benefit service" and age 62), shall receive the following benefits listed below:

Preventive Dental — Maximum Benefit
\$100.00 per year
Vision Care — Maximum Benefit
\$40.00 per year
Prescription Plan — 50% Co-Pay
Major Medical, Blue Cross, Blue Shield with
Wraparound — 50% Co-Pay*

*Each retiree must opt, take and pay for the 50% co-pay in order to be eligible for the benefit. If any retiree does not opt, take or pay for the benefit, the retiree will be given the opportunity to do so again in two (2) years.

(3) Eligible retirees between the ages of 55 to 62 who retire on or after June 1, 1987 shall have the option of purchasing the COBRA equivalent of benefits which are applicable to them immediately prior to retirement at 100% of cost.

At age 62 eligible retirees who retire on or after June 1, 1987 shall have the option of participating in the Retiree Benefit plan described in Paragraph f(2) under the conditions set forth therein except that they shall be eligible for the prescription card instead of the prescription plan. These retirees shall continue this benefit until age 65 at which time the benefits shall be changed from those described in Paragraph f(2) to:

Medicare Supplement Coverage - (50% Co-pay)
Vision Care — Maximum Benefit
\$100 per year
Prescription Card - (50% Co-pay)
Preventive Dental — Maximum Benefit
\$100 per year

Each retiree shall pay fifty percent (50%) of the cost of this benefit. This benefit shall continue until the said retiree reaches age 72, at which time the retiree shall have the option to purchase the said benefit from the Fund at 100% of cost for the rest of the retiree's life.

(4) The Trustees of the U.F.C.W., Local 1262 and Employers Health and Welfare Fund U.F.C.W., Local 1262 and Employers Welfare Fund and U.F.C.W., Local 1262 and Employers Pension Fund will meet to determine whether the Pension Fund can provide all retiree benefits. If it is determined that the benefits can be so provided, it shall be done in a legal and prudent manner.

In the interim period until such matter is resolved, all retiree benefits shall be provided by the U.F.C.W., Local 1262 and Employers Health and Welfare Fund and U.F.C.W., Local 1262 and Employers Welfare Fund which shall be protected by the maintenance of benefits provisions of those Plans.

(5) The Parties have further agreed that the Employers' Benefit Specialists will participate with the Plan Administrator in a study of cost containment measures. The study will be for the purpose of enabling the Plan Administrator to report to the Trustees on the subject of cost containment measures.

ARTICLE 35 - PENSION

(a) The Employer agrees to make contributions for each eligible full-time employee at the rate of forty-three dollars (\$43.00) per month, for each eligible employee on the first (1st) day of each month, to the U.F.C.W., Local 1262 and Employers Pension Fund.

(b) The Employer agrees to make contributions for each eligible part-time employee at the rate of fourteen dollars and thirty-three cents (\$14.33) per month, for each eligible employee on the first (1st) day of each month, to the U.F.C.W., Local 1262 and Employers Pension Fund.

(c) If the Plan Actuary determines and the Trustees decide that a contribution increase is necessary to maintain the benefit level established as of June 1, 1987, said increase shall be to a maximum of forty-seven (\$47.00) dollars per month, for each eligible full-time employee, and fifteen dollars and sixty-seven cents (\$15.67) per month for each eligible part-time employee.

(d) The monthly contribution by the Employer for full-time employees will commence with the first (1st) full payroll month following the completion of the employee's probationary period with the Employer. The monthly contribution by the Employer for part-time employees will commence the first (1st) full payroll month following six (6) months of continuous part-time employment with the Employer.

(e) 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 and the rules established by the Trustees governing contributions and delinquencies.

(f) The Pension Plan, as adopted, must have a continuing approval of the IRS as an exempt plan and shall be in compliance with the Employees' Retirement Income Security Act (ERISA) and any amendments thereto.

(g) The Employer agrees to grant those employees age 55 or older with at least nine (9) years of vesting service as defined in Local 1262's Pension Plan, sixteen (16) hours of pay for the purpose of attending a two-day (eight (8) hours each) seminar on pre-retirement counseling. This benefit shall be granted once every seven (7) years. Further, the Employer agrees to grant these employees time off if the seminar falls on a day they are normally scheduled to work.

ARTICLE 36 - PRE-PAID LEGAL BENEFIT

(a) The Employer shall make a contribution of eight dollars and fifty cents (\$8.50) per month for every full-time employee to U.F.C.W., Local 1262 and Employers Legal Services Fund for the purpose of providing a pre-paid legal benefit for such employees and their dependents.

(b) The Employer shall make a contribution of four dollars (\$4.00) per month for every part-time employee to provide them with a pre-paid legal benefit.

(c) The monthly contribution by the Employer for new employees will commence on the first (1st) of the month following three (3) months' service for full-time employees and on the first (1st) of the month following twelve (12) months' service for part-time employees.

(d) If the monthly contribution shall be insufficient to provide the benefits established as of this Agreement, then the Employer's monthly contribution shall be increased so that the established level of benefits will be maintained for the duration of this Agreement.

ARTICLE 37 - EXAMINATION OF PAYROLL RECORDS

In order to facilitate the proper functioning of any employee benefit plan, and to insure that contributions are being made for all employees covered by this Agreement in accordance with the provisions of the bargaining agreement, the Employer hereby agrees to the examination of those payroll records deemed necessary by a certified public accountant or by an authorized representative of the Funds.

ARTICLE 38 - RESPONSIBILITY FOR CASH

Where the Employer does not follow its cash control system, the cashiers will not be responsible for shortages.

ARTICLE 39 - REPRIMANDS

The Employer agrees that no employee will be reprimanded in public.

ARTICLE 40 - LEAVE OF ABSENCE

(a) Full-time and part-time employees who have completed one (1) year or more of continuous employment with the Employer shall be granted a leave of absence without pay provided:

- (i) that the purpose of the leave is reasonable.
- (ii) that the leave shall not exceed three (3) months except by mutual consent of the Employer and the Union.
- (iii) that seniority shall not be accumulated except by mutual agreement between the Employer and the Union.
- (iv) that the request for such leave is made in writing and approved by the Employer on the form provided for this purpose.

An employee on an approved leave of absence will be automatically terminated if he does not return to work at the expiration of his leave or if he works for another employer while on leave without express permission in writing from the Employer to be so employed.

(b) An employee, full-time or part-time, who has completed one (1) year or more of continuous employment with the Employer shall, because of his illness, be granted a sick leave of absence without pay of up to twelve (12) months, provided he has presented the Employer with a doctor's certificate stating that such leave is necessary, and further provided the request for such leave is made in writing on the appropriate form provided by the Employer.

(c) An employee, full-time or part-time, on sick leave of absence may return to work at the expiration of his leave provided he is physically able to resume his normal duties and further provided he notifies the Employer two (2) weeks prior to the expiration of his leave that he intends to return to work. An employee on sick leave of absence shall retain his former seniority while on such leave but shall not accumulate seniority for payroll or vacation benefit purposes. An employee on sick leave of absence who (a) does not return to work at the expiration of his leave, or (b) has worked for another employer while on such leave without the express permission in writing from the Employer to be so employed, shall be considered to have terminated his employment with the Employer.

(d) Maternity shall be treated as an illness or injury for the purpose of this Article.

ARTICLE 41 - 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 Employer to replace or displace employees on the payroll as of April 4, 1984, and the Employer agrees to retrain or place any such affected employees in new jobs.

ARTICLE 42 - AFFIRMATIVE ACTION PROGRAM FOR EQUALIZATION OF EMPLOYMENT OPPORTUNITY

The Employer and the Union agree to encourage women and minority employees, irrespective of race, religion, or national origin, in their advancement to higher rated positions covered by this Agreement, including department managers.

ARTICLE 43 - COST OF LIVING ADJUSTMENT

This clause shall not apply during the term of this Agreement.

(a) During the period of this Agreement, the Cost of Living Adjustment if applicable, shall be effective the first full payroll week of December, 1982 and December, 1983 and shall be applicable to all full-time and part-time employees who have completed thirty (30) consecutive days of service as of the C.O.L.A. effective date excluding all service clerks who will not be paid any Cost of Living Adjustments.

(b) Such adjustment shall be made based on changes, if any, in the first published Consumer Price Index (New Series - For Urban Wage Earners and Clerical Workers) of the Bureau of Labor Statistics, U.S. Department of Labor (1957-1959 = 100) "All Cities" (hereinafter referred to as the CPI), as of the prior May and October, respectively.

(c) To determine the adjustment, if any, to be made under this paragraph, the change in the CPI level between May, 1982, and October, 1982, shall be used and a one cent (\$.01) change will be made for each full four tenths (.4) point increase in the CPI. The same procedure shall be applied for the December, 1983 adjustment, if any, using May, 1983 and October, 1983.

(d) If after an adjustment has been in effect, pursuant to the foregoing paragraph, the CPI shall decrease, one cent (\$.01) shall be deducted from the adjustment for each four tenths (.4) point decrease in the CPI below the level which the CPI was required to reach in order to earn the last previous amount of adjustment provided that no deduction shall be made from the authorized wage rate.

(e) In the event that the CPI for May through October has not been issued by the following December, then any adjustments that are required will be made at the beginning of the first pay period after receipt of the CPI.

(f) The amount of any adjustment in effect shall be included in computing any payments under this Agreement which are based on the regular hourly rate.

(g) The Cost of Living adjustment shall not become a fixed part of any base wage rate.

ARTICLE 44 - POLYGRAPH TEST

No employee will be required to take a polygraph test.

ARTICLE 45 - SERVICE CLERKS

(a) Employees Covered - Employees classified as Service Clerks who have been employed for sixty (60) days or more shall be eligible to receive only those benefits and working conditions as herein set forth or which are specifically incorporated herein by reference.

Provided such employees' functions are limited to personal services to customers and related counter duties, exclusive of production and preparation, the Employer agrees to include employees of the following sections and departments under this Article 45:

Snack Bars
Quick Food Section
Salad Bar
Pizza Departments
Warm Beer Departments
Electronic (TV) Departments
Candy and Ice Cream Counter Personnel
Bakery Counter Personnel

In addition, the Employer will include employees of any similar such departments or sections, which the Union and the Employer agree to have covered under this Article 45. Any full-time employee in charge of these sections or departments will be a clerk covered by this Agreement. Initial manning and/or experimentation will not set the precedent for the final rate structure and employment conditions in any of these newly covered departments or sections.

(b) Trial Period - The trial period for Service Clerks shall be the first sixty (60) days of employment.

(c) Union Shop - The Union Shop provisions of Article 2 shall apply after a Service Clerk's sixtieth (60th) day of employment, or sixty (60) days after the execution date of this Agreement, whichever is later.

(d) Hours

(1) Service Clerks shall be offered no less than three (3) hours work each day they are scheduled to

report. The Employer may offer less hours to minor children under 16 in conformance with child labor laws governing the employment of 14 and 15 year olds during days that school is in session, and senior citizens on a voluntary basis.

(2) Service Clerks shall receive one and one-half (1-1/2) times their straight-time hourly rate of pay for all hours worked on Sunday.

(3) 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.

(c) Holidays

(1) Service Clerks with at least six (6) months but less than one (1) year of service shall receive the following holidays with three (3) hours straight-time pay per holiday provided that the holiday occurs on the day the employee is normally scheduled to work:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(2) Service Clerks with more than one (1) year of service shall receive the above holidays, with three (3) hours straight-time pay per holiday, regardless of the day of the week on which the holiday occurs.

(3) To be eligible for holiday pay, Service Clerks must work all scheduled hours in the holiday week.

(4) Service Clerks shall receive one and one-half (1-1/2) times their straight-time hourly rate of pay for all hours worked on the above holidays if otherwise eligible.

(f) Vacations - Service Clerks who on June 30th have completed one (1) or more years of service shall be eligible to receive vacation with pay, at straight-time, based upon their average hours worked in the preceding fifty-two (52) weeks, but in any event they shall receive at least ten (10) hours' vacation with pay at their straight-time rate.

(g) A Service Clerk on layoff shall retain seniority for a period of three (3) months provided the employee has been employed in the bargaining unit for one (1) year or more prior to the date of layoff.

(h) Health and Welfare - Service Clerks hired before April 5, 1987 with twelve months' service shall receive individual Optical coverage, Health Screening and Individual Dental coverage. Service Clerks hired on or after April 5, 1987, with twelve (12) or more months service shall receive individual Optical coverage and Health Screening; after twenty-four (24) months of service, Individual Dental Coverage.

(i) When a Service Clerk is reclassified to Clerk, his original date of hire shall be used for the purpose of establishing eligibility for all Funds' benefits.

(j) Pension - Effective January 1, 1985, 1986 and 1987, the Employer shall make the following contributions retroactively to January 1, 1984, 1985 and 1986 respectively, to the U.F.C.W., Local 1262 and Employers Pension Fund on behalf of those Service Clerks with one (1) or more years of service who have attained age 21 and who have worked 1,000 or more hours during the prior year.

Full-time:	\$43.00 per month
Part-time:	\$14.33 per month

(k) Duties - The duties of Service Clerks are limited to bagging, carrying out orders, shop backs, handling empty bottles and bottle refunds, picking up carts, cleaning store, sidewalks and parking lots, replenishing front-end supplies, performing parcel pickups and other work historically performed by Service Clerks in a particular store. Additional service duties, excluding preparation and production, will be consistent with the type of service and entry level functions covered by this Article 45.

(l) Additional Terms and Conditions Included by Reference - The following Articles of this Agreement are hereby incorporated by reference: Recognition; Union Shop, modified by (c) above; Checkoff; Management, modified by (b) above; Government Enactment of Maximum Hours and Minimum Wages; Successors and Assigns; Safety & Sanitary Conditions; Store Linen; Grievance Procedure and Arbitration; No Strike; Lunch Period; Rest Period; Enforceability; No Discrimination; Effect of Strike and Pickets; Union Visitation; Wage Information; Individual Agreement; Discrimination or Discharge; Shop Stewards; Compensation Insurance;

Military Service; Examination of Payroll Records; Reprimands; Leaves of Absence; Polygraph Tests; Schedule "A", Wages, Section V.

(m) Excluded Terms and Conditions - All of the other Articles of this Agreement, which are not specifically mentioned hereinabove, shall not apply to Service Clerks.

ARTICLE 46 - GENERAL CONDITIONS

(a) There shall be no break in a full-time employee's work day except for meal and rest periods.

(b) No employee shall be compelled to use his or her private car for company use.

ARTICLE 47 - SCHOLARSHIP

On May 1, 1987, May 1, 1988, and May 1, 1989 the Employer will send the Union checks totaling \$5,000.00 made payable to the recipients of the Union's scholarship program and the school that the recipient is attending. The names of such recipients will be provided by the Union in the form of an audited report.

ARTICLE 48 - DURATION

This Agreement shall be in full force and effect from the 5th day of April, 1987, to and including the 7th day of April, 1990.

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

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1262

By: _____
Sam Kinsora

THE GRAND UNION COMPANY

By: _____
Charles J. Barrett

**SCHEDULE "A"
WAGES
SECTION I
FULL-TIME EMPLOYEES**

A. ACROSS-THE-BOARD INCREASES

1. All full-time employees on the Employer's payroll on April 4, 1987, and who are continuously employed shall receive the following increases in their base rate of pay for a forty (40) hour week:

Beginning on or nearest to April 5, 1987 payroll week	Beginning on or nearest to April 10, 1988 payroll week	Beginning on or nearest to April 9, 1989 payroll week
\$20.00 per week	\$20.00 per week	\$20.00 per week

2. No employee shall be deprived of the wage rate for length of service due to any increase granted under the terms of this contract.

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

B. WAGE PROGRESSION SCALES AND MINIMUM RATES OF PAY

1. The following wage progression scales for a forty (40) hour work week shall apply to all full-time food employees:

After consecutive service of:	Beginning on or nearest to April 5, 1987 payroll week	Beginning on or nearest to April 10, 1988 payroll week	Beginning on or nearest to April 9, 1989 payroll week
Start	\$250.00		
6 months	270.00		
12 months	295.00		
18 months	320.00		
24 months	345.00		
30 months	380.00		
36 months	455.00	\$475.00	\$495.00

2. 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.

3. Full-time employees, who as a result of the April, 1987 across-the-board increase receive a wage rate in excess of the rate to which they would be entitled for consecutive service pursuant to the progression scale of this Schedule, will in the first full payroll week in October, 1987 advance to the next higher progression rate above their actual rate and shall, so long as continuously employed in the first full payroll week in each succeeding April, receive the applicable across-the-board increase or the new next higher progression level rate, whichever is greater, and in the first full payroll week in each succeeding October, advance to the next higher progression level rate above their actual rate until they receive the maximum progression rate for their classification.

4. Full-time employees who move to part-time shall be covered under the provisions of Article 7(a)(3) of this Agreement.

**SECTION II
PART-TIME EMPLOYEES**

A. ACROSS-THE-BOARD INCREASES

1. All part-time employees on the Employer's payroll on April 4, 1987, and who are continuously employed, shall receive the following increases in their base hourly rate of

pay, or the new applicable wage progression, whichever is greater.

Beginning on or nearest to April 5, 1987 payroll week	Beginning on or nearest to April 9, 1988 payroll week	Beginning on or nearest to April 9, 1989 payroll week
\$.40 per hour	\$.30 per hour	\$.30 per hour

2. Part-time employees, who as a result of the April, 1987 across-the-board increase receive a wage rate in excess of the rate to which they would be entitled for consecutive service pursuant to the progression scale of this Schedule, will in the first full payroll week in October, 1987, advance to the next higher progression rate above their actual rate and shall, so long as continuously employed in the first full payroll week in each succeeding April, receive the applicable across-the-board increase or the new next higher progression level rate, whichever is greater, and in the first full payroll week in each succeeding October, advance to the next higher progression level rate above their actual rate until they receive the maximum progression rate for their classification.

B. WAGE PROGRESSION SCALES AND MINIMUM RATES OF PAY

1. The following hourly wage progression scales shall apply to all part-time food employees:

After consecutive service of:	Beginning on or nearest to April 5, 1987 payroll week	Beginning on or nearest to April 10, 1988 payroll week	Beginning on or nearest to April 9, 1989 payroll week
30 days	\$4.25		
6 months	4.45		
12 months	4.80		
18 months	5.15		
24 months	5.65		
30 months	6.10		
36 months	7.00	\$7.25	\$7.50

2. Newly hired part-time employees will after thirty (30) days consecutive service be paid the applicable rate for such service. Thereafter, provided they have at least four (4) months consecutive service, said employees will advance to the next higher progression rate above their actual rate the first full payroll week in October or April as before set forth as the case may be, until they reach the maximum progression rate. Said employees who have less than four (4) months consecutive service as of the appropriate payroll week in October or April shall be advanced the next following October or April, and thereafter shall advance in accordance with the procedure set forth in the preceding sentence.

3. Part-time employees moving to full-time shall be covered under the provisions of Article 7(h) of this Agreement.

**SECTION III
DEPARTMENT MANAGERS AND CLASSIFICATION EMPLOYEES**

(a) At each step in the wage progression scale, the Department Managers shall receive thirty-five (\$35.00) dollars per forty (40) hour week above the progression rate applicable.

(b) It is hereby agreed that the Employer shall have complete discretion to reclassify Department Managers and classified employees to clerk status, and in such case, the employee shall receive the rate of a clerk based on length of service and any step-up or general increases which would have been received had the employee been a clerk during the period and retain any increases received while a clerk.

(c) A Non-Foods/S&G Clerk shall be defined as an employee who travels between stores and is responsible for the Non-Foods Department in more than one (1) store. In the event the Employer establishes a Non-Foods/S&G Clerk classification, such Non-



006841

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

JULY 15, 1987

OCT 29 1987 -R

SECRETARY-TREASURER
RETAIL CLERKS INTERNATIONAL
ASSOCIATION
1389 BROAD STREET
CLIFTON, NJ. 07013

PREVIOUS AGREEMENT EXPIRED
APRIL 04, 1987

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Grand Union Co Western Div NJ LU 1262

WITH Food and Commercial Workers; Un
INTERSTATE

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.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

WOULD YOU PLEASE SEND US A
COPY OF YOUR NEW AGREEMENT
ALONG WITH THIS LETTER
THANK YOU JK

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

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved approx. 3,100
2. Number and location of establishments covered by agreement 72
3. Product, service, or type of business supermarket
4. If your agreement has been extended, indicate new expiration date April 7, 1990

Joseph Rizzo, Secretary-Treasurer
Your Name and Position

201-777-3700

Area Code/Telephone Number

1389 Broad St., Clifton, NJ 07013
Address

City/State/ZIP Code