

Food Employer Council, Inc.; A. M. Lewis, Inc.; Alpha Beta Acme Mkts., Inc.; Certified Grocers; Food Giant Markets, Inc.; Food Fair Stores, Inc.; Hughes Markets; Jurgenson's; Mayfair Markets; Ralphs Grocery Company; Safeway Stores, Inc.; Shopping Bag Food Stores, Inc.; Thriftmart, Inc.; Vons Grocery Company and Retail Clerks Union, Local 899, Retail Clerks International Association, AFL-CIO. Case 31-CA-2445

June 16, 1972

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS
FANNING AND JENKINS

On December 15, 1971, Trial Examiner David E. Davis issued the attached Decision in this proceeding. Thereafter, Respondents filed exceptions and a supporting brief, and the General Counsel filed limited cross-exceptions. The General Counsel and Charging Party filed answering briefs to Respondents' exceptions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the Trial Examiner's Decision in light of the exceptions and briefs and has decided to affirm the Trial Examiner's rulings, findings, and conclusions¹ and to adopt his recommended Order except as modified herein.

We find, in agreement with the Trial Examiner, that the information requested by the Union was presumptively relevant to the Union's task of administering the collective-bargaining agreement and other responsibilities as the employees' exclusive representative, and that the request for this information was made in good faith. It appears that only some, not all, of this information which the Union properly requested was being furnished by the Respondents, and that not all of the information furnished was up to date. Respondents refused the request "on the basis that it asks for information to which you (the Union) are not entitled." Such a refusal in the circumstances constitutes a refusal to bargain in violation of Section 8(a)(5), as found by the Trial Examiner.

But there is more to be considered. For as we have noted, the Respondents already had provided some of the information requested, albeit not in the form

in which the Union requested it. It is sufficient under our law that such information be provided in a reasonably clear and understandable form.² Although each of the parties argues in its brief that an onerous burden will be placed upon it if the position of the adverse party is sustained with respect to the required manner of presenting the information, none of them has presented any evidence as to the burden, financial or otherwise, which would assertedly be imposed upon it. While we shall order the Respondents to furnish the substance of all the information requested, therefore, it shall be the responsibility of the parties themselves, in the first instance, to apply the knowledge that they have, and we do not, about what might be involved in presenting this information on a timely basis and in a clear and understandable form. Guided by their good faith and common-sense, we have no doubt that they can arrive at a means of supplying the information which will meet the Union's needs and keep the costs of compilation within reason.³ They shall also be guided by what we have said here, including the following:

The Respondents are not obliged to supply again any information they have been furnishing the Union in clear and understandable form on a reasonably current periodic basis.⁴ If there are substantial costs involved in compiling the information in the precise form and at the intervals requested by the Union, the parties must bargain in good faith as to who shall bear such costs, and, if no agreement can be reached, the Union is entitled in any event to access to records from which it can reasonably compile the information.⁵ If any dispute arises in applying these guidelines, it will be treated in the compliance stage of the proceeding.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Trial Examiner as modified below and hereby orders that the Respondents, Food Employers Council, Inc.; Certified Grocers; Food Fair Stores, Inc.; Hughes Markets; Mayfair Markets; Ralphs Grocery Company; Safeway Stores, Inc.; Shopping Bag Food Stores, Inc.; Thriftmart Inc.; and Vons Grocery Company, all of Los Angeles, California; A. M. Lewis, Inc., Riverside, California; Alpha Beta Acme Mkts., Inc., La Habra, California; Food Giant Markets, Inc., Santa Fe Springs, California; and Jurgenson's, Pasadena,

³ *Texaco, Inc., supra*

⁴ *Old Line Life Insurance Company of America*, 96 NLRB 499, 502.

⁵ See *United Aircraft Corporation (Pratt and Whitney Division)*, 192 NLRB No. 62; *McCulloch Corporation*, 132 NLRB 201, 209. Cf. *Rybolt Heater Company*, 165 NLRB 331, 333.

¹ The Trial Examiner omitted, in his Conclusions of Law, the designation of the appropriate bargaining unit and the Union's status as exclusive bargaining representative, both stipulated to by the parties. We hereby adopt these stipulations

² *Texaco, Inc.*, 170 NLRB 142, 149

California, their officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's recommended Order as so modified:

Add, in paragraph 2(b) of the Trial Examiner's recommended Order, after the words, "in and around Southern California," the words, "at which the Union is the exclusive representative for the employees in the bargaining unit."

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

DAVID E. DAVIS, Trial Examiner: This proceeding, heard at Los Angeles, California, on October 5, 1971, pursuant to a charge filed on May 19, 1971,¹ amended on July 13, 1971, a complaint issued on July 16, amended on July 20, presents the question whether Respondents violated Section 8(a)(5) and (1) of the Act when they refused to furnish certain information to the Union concerning the wages and status of employees represented by the Union as their collective-bargaining representative in an appropriate unit.²

Upon consideration of the entire record and of the briefs filed by the parties, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

Food Employers Council, Inc., herein called Respondent Council or Council, is a nonprofit corporation composed of employer-members located in Southern California who are primarily engaged in the retail sales of food products. Council bargains collectively for its members and has negotiated and administered master collective-bargaining agreements with various labor organizations, including the current collective-bargaining agreement³ with Retail Clerks Union, Local 899, Retail Clerks International Association, AFL-CIO, herein called the Union or the Charging Party. The member-employers of Council, who constitute the Respondents herein, are located in the State of California and each of them annually does a gross volume of business in excess of \$500,000 and each of them annually purchases and receives directly from points outside the State of California food products and other goods valued in excess of \$50,000. It is alleged in the complaint, admitted in the answer, and I find that Respondent Council and each of Respondent Employers are individually and collectively employers engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

It is alleged, admitted, and I find that the Union is a

labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Background

The undisputed evidence shows that in March 1969, at a meeting of the Union's International Executive Board, the board members were made aware that a "Membership Service Program" was to be put into effect shortly thereafter. Thomas G. Whaley, International vice president and director of the southwestern division and a member of the Executive Board, was at that time, presented with a booklet⁴ which contained the program. The implementation of the program commenced February 8, 1970, when a membership service representative was appointed for each division. Whaley, as director of the southwestern division which included the members of the Union in all the establishments involved in this proceeding, selected John Gourlay as the membership service representative for his division. The program, as stated in the manual (G.C. Exh. 5), was recommended by the International because it will insure the following benefits to local unions:

1. Payroll survey insures that all employees are members, also is a double check as to receiving proper contributions from companies for Health and Welfare and Pension Plan.
2. Establishes and maintains up-dated route service books and office records.
3. It establishes proper communication between Business Representatives and the local union office.
4. Checks effective office procedures and timely billing of the company and/or employees.
5. Checks membership files/ledger cards for delinquent dues and terminated members being carried on the active files.
6. Establishes a breakdown of full-time and part-time employees of each company.
7. Establishes an up-dated seniority list.
8. It will determine if proper servicing is being maintained.
9. It does away with clean-up programs.
10. It increases local union finances, and provides a check for up-dating of dues and/or initiation fees that are due to the local union.
11. Gives the local union a means to evaluate the potential Business Representatives through the Back-to-Back Service Program and Key Member Servicing Program as outlined in the Key Membership Servicing Index.

B. The Request and Refusal

On April 16, Harry R. Warren, secretary-treasurer of the Union, forwarded a letter⁵ to all employer-members of the Council.⁶ The letter requested a copy of the current payroll

March 3, 1972

⁴ G.C. Exh. 5

⁵ G.C. Exh. 3

⁶ See list of addresses attached to G.C. Exh. 3.

¹ Hereafter all dates will refer to the year 1971 unless otherwise specified.

² The status of the Union as the exclusive collective-bargaining representative and the appropriateness of the unit was stipulated at the hearing.

³ This agreement, G.C. Exh. 2, covers the period of April 1, 1969, to

for the week ending April 17 together with the following information:

1. A complete list of all employees working in the bargaining unit, including date of hire.
2. The classification and/or title of each employee.
3. The employment status of each employee as to whether he is a full-time or part-time employee.
4. The department in which each employee is working.
5. The hourly rate of pay being paid to each employee.
6. The store in which each employee is employed.

The letter concluded with the statement that the information was requested "to conduct a periodic check upon administration of our current collective bargaining agreement."

On April 19, Robert K. Fox, president of Respondent Council replied to Warren as follows:

Employer members of this association have referred to us your recent letter requesting certain specific payroll information.

This office has advised those employers to decline your request on the basis that it asks for information to which you are not entitled.

Copies of the reply were forwarded to all employer-members under contract with Local 899.

C. The Evidence

Evidence introduced by the General Counsel and the Charging Party established the background as summarized above. This evidence was uncontroverted. Respondent, in presenting its defense at the hearing, introduced evidence in an attempt to show that Gourlay, sometime in February or early in March, had a conversation with Robert Mondor, labor relations specialist employed by Respondent Council, in which he made certain statements. Mondor testified that Gourlay, accompanied by LeRoy Glazer, a business agent for the Las Vegas, Nevada, local of the Retail Clerks, met him and a representative of Cocoa-Cola by the name of Cook; that Glazer, in behalf of his local, had asked food employers in the Las Vegas area to supply the same information requested in General Counsel's Exhibit 3 from employers in and around Los Angeles, California; that Mondor told Gourlay and Glazer that it was the Council's position, speaking for the Las Vegas' employers, that they would supply only the specific information required under the terms of their collective-bargaining agreement, but, as they were not obligated to supply additional information, they would not do so. Mondor then asked why this information was needed and both Glazer and Gourlay, according to Mondor, said that it would facilitate dues collection and that Gourlay added that it would insure the payment of the proper *per capita* by local unions to the International. Gourlay in his testimonial account stated that he remembered none of the conversation at this meeting; that he spent several hours with Mondor and that there was some fellowship, including the consumption of hard liquor; that at the time the conversation took place he was an International

representative, but had not as yet been assigned to the Membership Service Program.

In my consideration of the issues in this case even if I fully credited Mondor's testimony, I would not assign any crucial or even significant weight to it. The conclusion of an International representative and of a local business agent can hardly establish the legal basis for a determination of the purposes of the Membership Service Program. In the final analysis, the details of the program in its entirety must be weighed and analyzed to arrive at the proper conclusion. That there may be benefits derived by the International or by local unions from the program is certainly an object of the program. Such a result, however, should not stigmatize the program and excuse the employers from providing the information requested to further the program. The basic issue is whether the information requested pursuant to the Membership Service Program was designed to assist the Union in its role as the exclusive bargaining representative of the employees and whether it does have that effect. Clearly these questions must be answered in the affirmative. Respondent, in its brief, in fact does not deny or question this conclusion. Respondent rather contends that the information was not requested in good faith by reason of Gourlay's and Glazer's statements. I reject Respondent's argument in this regard as I find that even if Gourlay and Glazer made the above statements in February or March with regard to the request of the *Las Vegas local*, the statements could not show the lack of good faith of the Charging Party in this proceeding, a *Los Angeles local*. Moreover, I do not attach much weight to isolated statements made during several hours of good fellowship. I am not prepared to conclude that casual statements made under the foregoing circumstances reflect the viewpoint of the individuals involved let alone the viewpoint of their principals or third parties.

Respondent further contends that the Union's request for information was not made in good faith because the Union already had the information in its possession when the request was made. To support this contention, Respondent adduced evidence from various Respondent employers as well as from Peter Morse, current administrator of the Retail Clerks and Food Employers Pension Fund and former administrator of the Retail Clerks and Food Employers Joint Benefit Fund. In addition, Respondent emphasized that much of the information was presently supplied under the terms of certain provisions of the collective-bargaining agreement.

The evidence thus adduced is discussed below:

1. Information available from the funds

Morse's credited testimony established that the trust fund report available monthly to each local union showed the following:⁷

1. The number of hours worked by each employee for a running 12-month period.⁸
2. Identifies the employee by name in alphabetical order with social security number, birthdate, sex, date of first entry into the food industry in Southern

month.

⁷ See Resp. Exh 1

⁸ Each new monthly report drops the earliest month and adds the latest

California, vacation dates, identifies employers by code⁹ and local union by code.¹⁰

3. Total number of hours worked in each of the two previous years.¹¹

4. Designates in code the classification of the clerk, if other than regular food clerk.

The foregoing information furnished by the employers to the trust administrator is transmitted to the local unions about 40–42 days after the close of a particular month.

On cross-examination, Morse further testified that the information received and transmitted to the local unions did not include the employee's job classification, the store where employee is working, the department, the hourly rate of employee, or the progress of the employee in the apprenticeship program, if he is an apprentice.

It can readily be seen that this information falls short of meeting the essential needs of the Union in several significant areas. It does not enable the Union to engage in informed collective bargaining with regard to job classifications, apprenticeship, or hourly rates of pay, nor would the Union be sufficiently informed as to the particular store or department presenting particular problems with relation to these matters.

2. Other information supplied pursuant to the collective-bargaining agreement

Respondent showed that Harry R. Warren, secretary-treasurer of the Union and its chief executive officer, was aware of the provisions of the collective-bargaining agreement which required each of the employers to submit certain information as follows:

Article II B required the employer to notify the Union in writing within 7 days of employment of each new hire, including the social security number, position, date of first employment, and rate of pay. This information, according to Warren, is not made part of the general records of the Union but is given to the three or four business agents in its employ for their information. Warren also testified that under other provisions of the collective-bargaining agreement¹² each employer posts a work schedule on its premises which provides the names of the employees and their hours of work. He further testified that this work schedule may be inspected by the business agents. Timecards are also available to the business agents. Each store manager, upon being contacted personally by a business agent, would make available whatever other information a business agent requested. A few small employers who were requested for information similar to General Counsel's Exhibit 3, invited the business agents to the store. The union representatives conceded that this was feasible in stores employing 10 or less employees.

In addition, as noted above, Respondent adduced evidence from some of the Respondent employers with regard to the information supplied the local unions when an employee is hired initially. It was stipulated that Respondent's Exhibits 5(a) through (i) truly and accurately reflect the information which is provided the Union by the

various employers pursuant to article II, B of the collective-bargaining agreement.

The General Counsel, in his brief, argues that the information furnished by Respondent employers, pursuant to the agreement, is deficient in many respects. Specifically, the information furnished by Thrifty Mart fails to include the employee's department and whether the employee is full- or part-time. In addition, the Union thereafter is not notified of other changes in classification, rates of pay, or change in status.

Exhibit 5(b), forwarded by Food Fair, does not designate the employee's full- or part-time status nor the store where he is employed. The Union thereafter receives no information concerning any changes in the employee's status; 5(c) submitted by Safeway supplies the information requested in paragraphs 2 through 6 of General Counsel's Exhibit 3, but no further communication is forwarded to the Union concerning any change in the employee's status; 5(d) submitted by Mayfair does not contain the employee's classification, title, or the employee's full- or part-time status. No additional notification is received by the Union or any change in classification or status.

Respondent's 5(e), the form submitted by Ralph, omits the employee's department. Later notifications with regard to changes in status do not include progression of apprentices; Respondent's 5(f), submitted by Respondent Food Giant, apparently does supply the information requested by the Union in General Counsel's Exhibit 3. However, the information may not include progression of apprentices. Respondent's 5(g), submitted by Respondent Hughes, contains the requested information and subsequent notifications and advises the Union of changes in status except for progression of apprentices; Respondent's 5(h), submitted by Respondent Shopping Bag, does not provide for any further notification to the Union after the first notice of hire; Respondent's 5(i), submitted by Respondent Vons, does not contain the employee's classification, full- or part-time status, or the department. It does not appear whether the Union is provided with any further notification concerning changes in status. There was no testimony or evidence submitted concerning Respondents Lewis, Certified Grocers, or Jurgenson's.

It would appear from the foregoing that almost all of the information requested by the Union in General Counsel's Exhibit 3 could be obtained by a careful and detailed correlation of all the documentary information submitted by the employers and by reference to the business agents' route books. It also appears that the Union could likewise obtain all of the information it seeks by personally contacting the various managers in each of the stores or the employees.

Having thus concluded, the question then arises whether the Union is required under current Board law to pursue these avenues to acquire the information it seeks from Respondents.

D. Analysis and Conclusion

Quite early in the Board's history, the Board held that'

⁹ Code available to local unions

¹⁰ Code available to local unions.

¹¹ The exhibit in evidence shows the figures for the calendar years 1969

and 1970

¹² Page 13, par 6 of G.C. Exh 2

an employer violated Section 8(a)(5) of the Act when it refused a union's request for information concerning the names of the employees in the bargaining unit, the job classifications, the nature of the jobs, and the wage rates for each for the previous 2 years.¹³ The court, upholding the Board's decision in this regard stated:

... we do not believe that it was the intent of Congress . . . that . . . the union, as representative of the employees, should be deprived of the pertinent facts constituting the wage history of its members.¹⁴

Later decisions of the Board refined, clarified, and broadened the holding with regard to wage data requested by a union. The Board approved the Trial Examiner's decision in *The Item Company*¹⁵ holding: ". . . an employer's duty to bargain includes the obligation to furnish the bargaining representative with sufficient information to enable it to bargain intelligently . . . and to administer or police the contract . . . unless the information is plainly irrelevant . . ." ¹⁶

In *Whitin Machine Works*,¹⁷ Chairman Farmer in a comprehensive concurring opinion stated what appears to be the prevailing law governing requests by a union for wage data. Chairman Farmer declared:

I would not require that the union show the precise relevancy of the requested information to particular current bargaining issues. It is enough for me that the information relate to the wages or fringe benefits of the employees. Such information is obviously related to the bargaining process, and the union is therefore entitled to ask and receive it.

My interpretation of the employer's obligation under Section 8(a)(5) in this respect, of course, also presupposes that the bargaining agent, in this area as in all others, will seek the wage-rate information as a good-faith act in the discharge of its duty as the representative of the employees. I would, therefore, hold that, short of evidence that union requests for wage data are used as an harassing tactic and not in good-faith effort to secure pertinent bargaining information, the employer has a continuing obligation to submit such data upon request to the bargaining agent of his employees. This does not, of course, preclude the employer from requiring the union to enter into reasonable arrangements for the compilation of the requested data including provisions for bearing the additional cost to the employer of furnishing the requested information. I am convinced, after careful consideration of the import of the problem on the collective-bargaining process, that this broad rule is necessary to avoid the disruptive effect of the endless bickering and jockeying which has theretofore been characteristic of union demands and employer reaction to requests by unions for wage and related information. The unusually large number of cases coming before the Board involving this issue demonstrates the disturbing effect upon collective bargaining of the disagreements which arise as to whether particular wage information sought by the bargaining agent is sufficiently relevant to particular

bargaining issues. I conceive the proper rule to be that wage and related information pertaining to employees in the bargaining unit should, upon request, be made available to the bargaining agent without regard to its immediate relationship to the negotiation or administration of the collective-bargaining agreement.

Having found above that the wage data requested was made in good faith and, as it is clear, that the request was not designed as a harassing tactic, it remains to be determined whether the Union must analyze, correlate, and compose the requested data from the information available to it from the sources described in detail above.

It is plain that this would thrust an onerous burden on the Union and the end result would not ensure the accuracy nor the timeliness of the wage data. In the light of this conclusion, it follows that Respondents are required to submit the wage data requested by the Union in the interest of the collective-bargaining process.¹⁸ I so find.

I conclude that Respondent Council and Respondent employers individually and collectively by reason of their failure to supply the wage data requested by the Union are in violation of Section 8(a)(5) and (1) of the Act.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. Respondent Council and Respondent employers individually and collectively are employers engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union, Retail Clerks Union, Local 899, Retail Clerks International Association, AFL-CIO, the Charging Party herein, is a labor organization within the meaning of Section 2(5) of the Act.
3. Respondent, by withholding wage information requested by the Union, has refused and continues to refuse to bargain with the Union in violation of Section 8(a)(5) and (1) of the Act.

IV. THE REMEDY

Having found that the Respondent refused to bargain with the Union in violation of Section 8(a)(5) and (1) of the Act by refusing, on request, to furnish the Union current information concerning each employee in the bargaining unit as described above, Respondent will be required to furnish such information upon request.

Because of the limited scope of the Respondent's refusal to bargain, and also because of the absence of an indication that danger of other unfair labor practices is to be anticipated from the Respondent's past conduct, I shall not order that Respondent cease and desist from the commission of other unfair labor practices.

Upon the foregoing findings of fact and conclusions of

¹³ *Aluminum Ore Company*, 39 NLRB 1286

¹⁴ *Aluminum Ore Company*, 131 F.2d 485 (C.A. 7).

¹⁵ 108 NLRB 1637

¹⁶ *Citing Yawman & Erbe Manufacturing Co.*, 187 F.2d 947 (C.A. 2).

¹⁷ 108 NLRB 1537.

¹⁸ *cf. Weber Veneer & Plywood Co.*, 161 NLRB 1054.

law and the entire record, and pursuant to Section 10(c) of the Act, as amended, I hereby:¹⁹

ORDER

Respondent Council and Respondent employers, individually and collectively, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with the Union as the exclusive representative of the employees in the appropriate unit by refusing to furnish to the Union current information as follows:

1. A complete list of all employees working in the bargaining unit, including date of hire.
2. The classification and/or title of each employee.
3. The employment status of each employee as to whether he is a full-time or part-time employee.
4. The department in which each employee is working.
5. The hourly rate of pay being paid to each employee.
6. The store in which each employee is employed.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Upon request, furnish to the Union the information described in paragraph 1(a) above.

(b) Post at their various places of business in and around Southern California, copies of the notice attached hereto and marked "Appendix."²⁰ Copies of the notice, on forms provided by the Regional Director for Region 31, shall, after being duly signed by an authorized representative of Respondent, be posted by it immediately upon receipt thereof and be maintained by it for 60 consecutive days thereafter in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 31, in writing, within 20 days from the date of this order, what steps it has taken to comply herewith.²¹

¹⁹ In the event no exceptions are filed as provided by Sec 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

²⁰ In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted pursuant to a Judgment of the United States Court of Appeals enforcing an Order of the National Labor Relations Board."

²¹ In the event that this recommended Order is adopted by the Board after exceptions have been filed, this provision shall be modified to read "Notify the Regional Director for Region 31, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL, upon request, furnish to Retail Clerks Union, Local 899, Retail Clerks International Association, AFL-CIO, current information concerning employees in the bargaining unit as described below:

1. A complete list of all employees working in the bargaining unit, including date of hire.
2. The classification and/or title of each employee.
3. The employment status of each employee as to whether he is a full-time or part-time employee.
4. The department in which each employee is working.
5. The hourly rate of pay being paid to each employee.
6. The store in which each employee is employed.

The bargaining unit is:

All employees, including employees of lessees, and concessionaires who perform work within food markets, discount stores, drug stores and shoe stores owned or operated by the Respondent employers located within the territorial jurisdiction of the Union excluding supervisors as defined by the Act and those persons described in Article I of the current collective-bargaining agreement.

FOOD EMPLOYERS COUNCIL,
INC.; A. M. LEWIS, INC.;
ALPHA BETA ACME MKTS.,
INC.; CERTIFIED GROCERS;
FOOD GIANT MARKETS,
INC.; FOOD FAIR STORES,
INC.; HUGHES MARKETS;
JURGENSON'S; MAYFAIR
MARKETS; RALPHS
GROCERY COMPANY;
SAFEWAY STORES, INC.;
SHOPPING BAG FOOD
STORES, INC.; THRIFTIMART,
INC.; VONS GROCERY
COMPANY
(Employers)

Dated _____ By _____ (Representative) _____ (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced,

or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Federal Building, Room 12100, 11000 Wilshire Boulevard, Los Angeles, California 90024, Telephone 213-688-5851.