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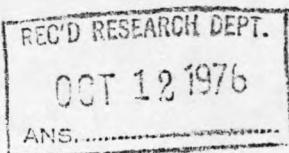
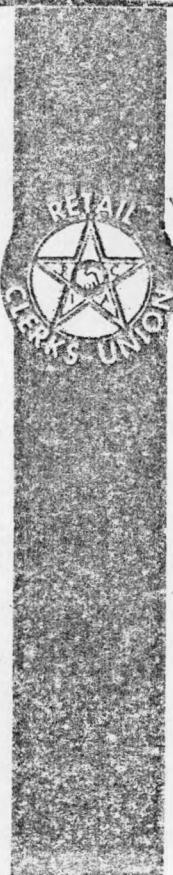
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5/76

2,535 hrs.

5/16/76 - 5/13/78

Revised



1976-78
RCIA
CONTRACT
ROANOKE AREA
A & P FOOD STORES
SAFEWAY STORES INC.

N.W., RETAIL CLERKS UNION LOCAL 278
AFL-CIO



CH. 5/16/76 - 5/13/78

RETAIL STORE EMPLOYEES UNION

LOCAL 233

820 West 21st Street

Norfolk, Virginia 23517

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RETAIL CLERKS UNION

LOCAL 278

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RETAIL CLERKS UNION

LOCAL 157

120 Wyck Street, Suite 206

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Chartered by the
Retail Clerks International Association
AFL-CIO

All Retail Clerks Union Members.

The following pages of this booklet contain the text of the 1976-78 Union Contract between your Employer and your Union. The wage schedule in this contract was negotiated for the period up to May 13, 1978. On this date your contract will be reopened for the purpose of negotiating wage increases and benefits for the future.

We suggest that you familiarize yourself with the entire agreement and particularly the provisions that pertain to your wages, overtime and premiums, extra benefits and rules governing your working conditions.

In the event that you have a problem or grievance as a result of a violation or misunderstanding over any part of this contract, it is important that you contact your Union immediately, either through your Store Steward, or Business Representative or use the Action Please form on the back inside cover...self-addressed and postage pre-paid for your convenience.

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AGREEMENT

This Agreement is between Safeway Stores, Inc., Great Atlantic and Pacific Tea Co., and Giant Foods Inc., hereinafter referred to as the "Employer", and the Retail Clerks Union Locals #233 of Norfolk, Virginia, #278 of Roanoke, Virginia and #157 of Richmond, Virginia, hereinafter referred to as the "Union".

ARTICLE I

MANAGEMENT AUTHORITY

1. The management of the business and the direction of the employees, including the right to plan, direct, and control store operations; hire, suspend or discharge for proper cause; transfer or relieve employees from duty because of lack of work or for other legitimate reasons; the right to introduce new or improved methods or facilities; and the right to establish and maintain reasonable rules and regulations covering the operations of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided that the right shall be exercised with regard for the rights of the employees and that it will not be used for the purpose of discriminating against any employee.
2. In the event the Employer introduces major technical changes affecting bargaining unit work, advanced notice of such changes will be given to the Union. If requested to do so the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

3. Should the Employer intend to substitute scanning checkout systems for existing equipment in any store, the Employer agrees to notify the Union in advance and to provide the Union a list of all employees regularly assigned to the store on the effective date of the utilization of said system.
4. Said employees shall not be removed from the Employer's payroll as a result of the installation of such a system. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement provided the layoff is for reasons other than the installation of such a system.

ARTICLE II

RECOGNITION

1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the employees employed by the Employer in its stores located in the areas stated in Schedule "B", excluding employees working exclusively in the meat department, deli, seafood department, guards, and supervisors as defined in the Labor Management Relations Act of 1947 as amended. The Employer further agrees not to enter into any agreement with any employee individually or collectively or other organizations which in any way violates the terms and provisions of this agreement. It is further agreed that the in-store bakery production employees will be excluded from the unit.
2. The Employer further agrees that if the Employer should establish a new food store, or stores, within the territories described in Schedule "B", this Agreement shall apply to such new store or stores. In the event the Employer engages in Department or Discount type

stores, then the Employer and the Union shall negotiate as to the terms for wages, hours and working conditions for employees working in such stores.

3. All work and services connected with or incidental to the handling or selling of merchandise, except potato chips, beverages, cookies, bakery products, rack jobbers, offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the Employer. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to new or remodeled stores or to initial special displays unless such special displays have a tendency to become too constant or too often. There shall be no expansion of the present practice which might tend to erode bargaining unit employment during the life of this Agreement.

ARTICLE III

UNION SECURITY

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement, hired on or after its effective date, shall on the thirty-first (31st) day following the beginning of such employment, become and remain members in good

standing in the Union. For the purpose of this section, the execution date of this Agreement shall be considered as the effective date.

2. The application of Paragraph 1 above is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

3. The Employer will notify the Union, in writing, within thirty (30) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name, home address, store, social security number, and job classification. Upon termination of an employee for any reason, the Employer will notify the Union within thirty (30) days, in writing, of such termination.

4. If and when agency shop is legal, the parties agree to meet and discuss same.

5. In the interest of promoting cooperative relations, the store manager shall introduce each new employee in his store to the Union shop steward within one week after the new employee reports to work. Stewards shall give the new employee a copy of the contract and shall explain its operations. The shop steward may answer any questions the new employee asks him, may request the new employee to join the Union and may make arrangements for the new employee to become a member.

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ARTICLE IV

HOURS, OVERTIME AND WORKING CONDITIONS

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1. The work week for full-time employees shall consist of forty (40) hours exclusive of lunch and/or supper periods, to be worked in five (5) days not to exceed eight (8) hours, Monday through Saturday.
 2. Part-time employees shall be employed up to a maximum of thirty (30) hours per week except during the period of June 15th to September 15th, when they may be employed up to a maximum of thirty-five (35) hours per week.
 - 3-a. In any week in which a part-time employee works in excess of the hours specified in paragraph 2, he shall be paid his hourly part-time rate for all hours up to forty (40) hours per week for the first three consecutive weeks of work, and for the fourth consecutive week he shall be entitled to an established full-time rate based on prior service credit, and he shall be entitled to working conditions of a full-time employee.
 - b. Part-time employees shall be paid overtime at the rate of time and one-half for work in excess of the daily or weekly hours designated for full-time employees in Article IV, Paragraph 1 of this Agreement.
 4. The Employer reserves the right to schedule meal periods of not less than thirty (30) minutes nor more than one (1) hour, not before three (3) hours of work nor later than five (5) hours of work.
 5. During weeks in which holidays are observed, the basic work week shall consist of thirty-two (32) hours.

6. The Employer may establish as many shifts as necessary, and the starting time of such shifts shall be optional with the Employer. It is agreed, however, that there will be no split shifts.

7. Overtime shall be worked at the designation of the Employer, where necessary; however, it is agreed that overtime shall be paid for all hours worked in excess of the specified hours for the work day or work week as provided for in this Article, but in no case will overtime be paid on overtime.

8. Any full-time employee, except a member of the night crew as hereafter provided in Article V, Paragraph 4-b, and Assistant Managers, who work later than 7:00 P.M. more than two (2) nights in any week, shall be paid time and one-half (1½) for the hours after 7:00 P.M. on the third (3rd) or subsequent nights, even though they may be a part of the regular shift. Assistant Managers who work later than 7:00 P.M. more than three (3) nights in any week shall be paid time and one-half (1½) for the hours after 7:00 P.M. on the fourth (4th) or subsequent nights.

9. Part-time employees who report for work pursuant to instructions and are not given work shall be paid for four (4) hours. This guarantee shall not apply in case of a claim by a senior employee under the provisions of Article VI, Paragraph 7.

10. Full-time employees reporting for work at their scheduled time or on instructions from their Employer shall be guaranteed eight (8) hours at straight time rate of pay for the employee's scheduled work days and four (4) hours with pay for non-scheduled days at the overtime rate of pay.

11-a. The Employer agrees to post a work schedule in ink and full name by store closing time Friday for the following week. The schedule for full-time employees shall not be changed during the work week except in the case of employee's absence or emergencies beyond the control of the Employer. The schedule for a part-time employee may be changed by notification to the employee prior to store closing the previous day. If a full-time employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid the payment of overtime.

b. Work to be performed on Sundays or holidays shall be rotated among volunteers with due consideration being given to job classifications and fitness for the work required. In the event sufficient volunteers are not available for Sunday or holiday work, assignments of Sunday or holiday work shall be mandatory upon employees in the inverse order of seniority.

12. The Employer agrees to grant all employees a fifteen (15) minute rest period for each (4) hours, or major fraction thereof, of work not to exceed two (2) in any one day.

13-a. The Employer agrees that in the event of temporary transfers to reimburse the employee for increased transportation costs on the basis of ten and one-half cents ($10\frac{1}{2}c$) per mile minimum. If overnight stay is required, arrangements will be made, in advance, between the Employer and the employee. Effective July 18, 1976, this rate shall be increased to twelve cents (12c) per mile.

b. If an employee is required to work in more than one (1) store in the same day, the expense for necessary

transportation shall be borne by the Employer, and the time required for such travel between stores shall be considered as time worked and paid for as such.

14. If a physical examination or health permit is required, the expense of the examination or health permit shall be borne by the Employer. In the event the facility is available only during the employee's scheduled hours, the time spent not in excess of two (2) hours shall be paid by the Employer at the straight time rate of pay. The foregoing sentence applies only to employees who have been employed by the Company thirty (30) days or more.

15. All linen, including caps, store coats or aprons required to be worn by the employees, shall be furnished and laundered by the Employer. Appropriate rain wear will be furnished. The application of this clause shall not apply where the Employer provides uniforms that cannot be laundered commercially.

16. Notices concerning Union business will be posted in a designated location in the stores after approval by the Employer.

17. The Union agrees to furnish the Employer one (1) store card and/or decal for each store. Such card or decal shall remain the property of and shall be surrendered to the Union upon demand.

18. No employee shall suffer a reduction in hourly wage rates, or vacation time by any provision of this agreement.

19. Any full-time employee who is laid off due to discontinuance of a job, store closing or reduction in force shall be entitled to five (5) days notice or five (5)

days' pay in lieu thereof.

20. The Employer shall maintain a first-aid kit, fully equipped in each store.

21. The guarantees provided for in this Article are contingent upon there being no emergency condition; such as fire, floods or other acts of God; strikes; or conditions beyond the control of the Employer which prevent or interfere with the normal operation of the business.

22. Time spent at legal proceedings, at the request of the Employer or Employer Counsel, shall be compensated for at the straight time rate. Such compensation shall also be paid for time spent at legal proceedings to which the employee is subpoenaed to give testimony for the benefit of the Employer, provided the employee has given the store manager prompt notice of the subpoena. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled work week.

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23-a. No employee may be held responsible for cash register overages or shortages, unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift.

b. No employee shall be held responsible for any checks cashed unless said checks are cashed in violation of the employees rules and regulations which have previously been given to the employee in writing.

c. When more than one employee works from one cash drawer or office cash drawer, no employee shall be held responsible for cash shortages.

ARTICLE V

WAGES AND JOB CLASSIFICATIONS

1. It is understood and agreed that the rates of pay provided for in Schedule "A", attached hereto and made a part hereof, are minimum rates.
2. All previous supermarket experience of any employee within the past three (3) years, proven by verification or ability, shall be recognized for the purpose of establishing the pay scale to which the employee is entitled. The Employer, employee and the Union will make every effort to verify all previous experience claimed on the employee's application. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than thirty (30) days after employment if complete verification of experience has not been obtained. The service record of any employee retained after the probationary period of thirty (30) days shall date from the time of such employee's original employment. The salary of such employee shall be retroactive to the date of original employment.
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3. Wages for physically handicapped employees may be fixed by agreement between the employee, the Employer and the Union.
- 4-a. A night premium of twenty cents (20c) per hour in addition to their regular hourly rates shall be paid to all employees working between the hours of 9:00 P.M. and 6:00 A.M. for the actual hours worked between 9:00 P.M. and 6:00 A.M. except as otherwise provided in Paragraphs b, c and d of this Section. Effective July

18, 1976, the night premium shall be increased to thirty cents (30c) per hour.

4-b. Any employee working on the night crew more than two (2) nights during the week shall receive the night premium for all hours worked during the entire week.

c. Any employee starting to work between the hours of 9:00 P.M. and 6:00 A.M. and continuing to work after 6:00 A.M. shall receive the twenty cents (20c) per hour night premium for the entire shift. This rate shall be increased to thirty cents (30c) per hour effective July 18, 1976.

d. Employees' shifts may be so scheduled that they may be worked for a period of up to thirty (30) minutes after store closing hours without being eligible for night premium. In the event the store hours are changed during the life of this agreement this provision will be applied on the basis existing as of August 23, 1973.

e. Employees on night crew shall be permitted to start their shift at 9:00 P.M. on Sundays and holidays at the regular hourly rate, plus twenty cents (20c) per hour premium pay for the entire shift. This rate shall be increased to thirty cents (30c) per hour effective July 18, 1976.

f. Employees shall have a minimum of ten (10) hours off between the ending of their schedule and the starting of their next schedule. Any employee who works during the ten (10) hour period shall be paid for such time at the rate of one and one-half (1½) time.

g. Any member of the night crew will receive his

basic weekly wage plus night premium in the computation of overtime, vacation or holiday pay.

h. Any full-time night crew employee who desires day work may request same within his store by written request to the personnel Department. Consideration will be given on a seniority basis and ability to perform the work.

5. When more than one employee is employed on the night shift, one employee shall be designated as the employee in charge and shall receive an additional premium of \$2.00 per shift or \$10.00 per week whichever is greater.

6. The Employer agrees to furnish each employee a copy of pay voucher or time record each week. Duplicate copies of pay vouchers or time records shall be available in the stores for a reasonable length of time. The Union agrees that neither its representatives nor members will engage in Union activities on the Employer's time or premises, provided, however, the representatives of the Union shall have access to the stores for the purpose of conducting routine business and to see that the provisions of this Agreement are being complied with.

7. Assistant Managers and Produce Department Heads may be assigned in stores where designated by the Employer.

8. When a department head is absent for five calendar days or more, whether days off, sick, vacation, or relieving another department head, a relief department manager shall be assigned and paid the rate applicable to that position.

9.. No employee shall be given a polygraph "lie detector" test or a psychological stress evaluator test unless the Union agrees in writing.

10. Any employee who wilfully works off the clock will be subject to disciplinary action up to and including discharge.

11. Porters may be assigned in stores designated by the Employer. The duties of Porters shall be general cleaning, bagging, and carry-out of customers's packages, parcel pickup and parking lot maintenance.

12-a. The duties of Courtesy Clerks shall be limited to sorting, bagging and packaging sold merchandise; carrying out and loading sold merchandise; sweeping and cleaning the parking lot; sorting and racking of bottles; returning shopping carts to the store; filling bag racks; cleaning areas around and in front of the checker lanes and cleaning windows. Courtesy Clerks shall have preference to fill openings for regular part-time Clerks based on seniority and qualifications.

b. The Employer shall post in each of its stores a notice to employees signed by an authorized Employer representative advising all employees of the duties of Courtesy Clerks and stating that the duties are restricted to the above only.

c. Upon the first violation of this Section, the Courtesy Clerk in the store involved shall be paid the applicable part-time rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performances of Courtesy Clerk duties.

d. Upon a second violation in the same store, all Courtesy Clerks in the store involved shall be paid

double the applicable part-time rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerk duties.

e. Upon a third violation the store involved shall lose the right to hire employees in the Courtesy Clerk classification for the duration of this Agreement.

f. All other conditions and benefits established in this present Agreement between the Company and the Union shall apply to the Courtesy Clerk.

ARTICLE VI

SENIORITY

1. Seniority shall be calculated by continuous service from the last date of employment (except as otherwise provided for). Seniority list for all full-time employees and a separate list for all part-time employees shall be set up by the Employer and shall be furnished to the Union upon request.
2. In case of store closing or layoffs, the employees shall exercise their seniority first in their city, second in the supervisor's district and third in the local union's jurisdiction.
3. In promotions, the Employer shall have the right to exercise its final judgment after giving due regard to seniority. All circumstances being reasonably equal, seniority shall be the controlling factor.
4. In all layoffs the ordinary rules of seniority shall prevail with due consideration being given to the job

classification, fitness for the work involved, and the practicability of applying the rules of seniority in the particular case. Employees who are laid off and are subsequently recalled to work by the Employer, shall retain their seniority if they have seniority of six (6) months or more and are recalled within six (6) months from day of layoff; likewise employees absent on account of ill health shall retain their seniority for a period of twelve (12) months from the date of absence or six (6) months from the final sick benefit payment. The disability must be attested to by a registered physician.

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5. A full-time employee shall have seniority over a part-time employee, to the extent that a full-time employee who is laid off in order of seniority may claim a part-time schedule calling for a reduction of hours, provided due consideration is given to job classification and to fitness to perform the work involved. Part-time employees shall have seniority over other part-time employees under the same conditions.
6. Part-time employees who have previously notified the Employer's Personnel Department in writing that they desire to obtain full-time work shall be given preference on full-time jobs on the basis of seniority and their qualifications when full-time jobs are available within the Supervisor's territory in which they are employed.
7. The Employer shall combine existing part-time assignments on a seniority basis, within each store, unless such hours duplicate each other, providing the employee can do the work, so as to provide the maximum part-time employment per individual within the definition of part-time employment, and further to create as many full-time positions as possible.

ARTICLE VII

VACATIONS

1. Full-time employees with one (1) or more years of continuous service shall be granted vacations as follows:

ANNUAL VACATIONS	PRO-RATA VACATION ON TERMINATION
One (1) week uninterrupted after one (1) year	1/12 week for each additional month
Two (2) weeks uninterrupted after three (3) years	2/12 week for each additional month
Three (3) weeks after eight (8) years	3/12 week for each additional month
Four (4) weeks after fourteen (14) years	4/12 week for each additional month
Five (5) weeks after twenty-five (25) years	5/12 week for each additional month
Five (5) weeks after twenty (20) years (eff 1/1/77)	5/12 week for each additional month

2. Employees discharged for proven or acknowledged dishonesty shall not be entitled to any vacation pay.

3. An employee who has earned three (3) or more weeks of vacation is entitled to at least two (2) weeks

uninterrupted with the remaining period to be taken at a time convenient to both the Employer and the employee. Employees who have good and sufficient reason to take their three (3), four (4) or five (5) weeks uninterrupted vacation must request same in writing sixty (60) days prior to the date the vacation is to be taken. Such requests are subject to approval by the Employer.

4. Employees must work thirty-nine (39) weeks during the vacation year to qualify.

5. Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. Leave of absence up to one (1) year for occupational disability compensable under Workmen's Compensation Laws shall be considered as time worked for determining vacation eligibility. Leave of absence for any other reason shall not be considered as time worked, but if the leave exceeds thirteen weeks within the vacation year, the vacation anniversary date shall be adjusted by the length of time of absence. The adjusted date shall be used for future vacations unless further changed by other leaves of absence.

6. When a holiday designated in Article VIII, Paragraphs 1 and 2 occurs during the full-time employee's vacation, the employee shall be entitled to an extra day's vacation, or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

7. Seniority of employees shall be the governing factor in selection of vacation dates, subject to the requirements of business and vacation eligibility dates. Vacations not taken prior to April 15th shall be selected and

a schedule posted by April 15th of each year. No vacation date shall be altered except in the case of an emergency beyond the control of the Employer or employee, and then only by mutual agreement between the Employer and the employee.

8. Vacation pay is to be paid to the employee prior to the date the vacation begins.

9. Part-time employees shall be entitled to a vacation on or after each anniversary date of their employment pro-rated on the basis of the average straight time hours worked during the preceding year according to the vacation formula set forth above and subject to the same conditions as pertain to full-time employees.

10. When a holiday designated in Article VIII, Paragraphs 1 and 2 occurs during a part-time employee's vacation, he shall be paid as provided in Article VIII, Paragraph 5.

11. Part-time employees who change to full-time will receive credit for the vacation earned on the basis of forty (40) hours being equal to one (1) week of work. In the computation of future vacations, credit shall be given for hours worked as a part-time employee and the vacation anniversary date adjusted accordingly.

12. Full-time employees changing to part-time will continue their original vacation anniversary date and will receive part-time vacation on the basis of average hours worked during the vacation year. The original employment date will be the basis for determining eligibility for vacation.

13. Holiday weeks will not be blocked as not available as vacation weeks.

ARTICLE VIII

HOLIDAYS

1. No employee except in the case of an emergency shall be required to work on the following holidays:

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

All employees shall receive one (1) additional holiday which shall be his last employment anniversary date. For the purpose of scheduling this holiday, the provisions of 2-a will apply. All holidays falling on Sunday shall be observed on Monday.

2-a. In addition to the aforementioned holidays, such employee shall be entitled to a holiday on his birthday. In the event that the birthday falls on Sunday, he shall be entitled to the holiday on the following Monday. In the event that the employee's birthday occurs on one of the other specified holidays or on his scheduled day off, he shall be entitled to the holiday on the succeeding work day. The employee must notify the Store Manager two (2) weeks in advance of his birthday. Any employee who fails to notify the Store Manager two (2) weeks in advance of his birthday, and if he works on such day, shall be paid straight time for work on that day and be granted another day off in lieu of that day within two (2) weeks.

b. Upon completion of three (3) months continuous service with the Employer, the employee shall be entitled to one (1) personal holiday within each calendar year which may be taken at any time which is mutually satisfactory to the Employer and the employee. This is in addition to the aforementioned holidays. For the

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purpose of scheduling this holiday, the provisions of 2-a will apply. Effective January 1, 1977, a second personal holiday shall be granted subject to the terms and conditions contained herein.

3. During weeks in which holidays are observed, the basic work week for the full-time employees shall consist of thirty-two (32) hours plus holiday pay. All time worked by any employee over thirty-two (32) hours during said holiday week shall be compensated for at the rate of time and one-half, in addition to his holiday pay.

4. Full-time employees shall be paid for the above holidays, provided they work their last scheduled day before and their first scheduled day after such holidays, except in the case of illness of the employee or the employee's immediate family, attested to by a physician, Sundays excepted. Holiday pay for full-time employees shall be eight (8) hours. Holiday pay for part-time employees shall be four (4) hours.

5-a. Part-time employees upon completion of sixty (60) days, but less than one (1) year of continuous service, shall be paid four (4) hours's holiday pay at the straight time hourly rate for the above mentioned holidays, including the birthday holiday, provided the holiday falls on a day he or she would normally be scheduled to work.

b. Part-time employees with one (1) or more years of continuous service, regardless of whether they are normally scheduled for work on the day a holiday falls, shall receive holiday pay for four (4) hours at the straight time hourly rate.

c. In both instances above, the employee is required

to work at least one day during the holiday week and his scheduled work day before and his scheduled work day after the holiday. Work schedule shall not be changed for the purpose of avoiding holiday pay. Where an employee is scheduled to work only one day in a week and the holiday falls on that day, the one-day requirement shall be waived.

6. All employees shall be paid for all work performed on Sundays and holidays at the rate of time and one-half plus holiday pay. For part-time employees, this provision will be effective May 12, 1974.

7. Hours and/or days which qualify for Sunday or holiday premium pay shall not be included in computing weekly overtime. There shall be no pyramiding of overtime and/or premium pay.

ARTICLE IX

LEAVES OF ABSENCE

MATERNITY LEAVE

1. Any employee who is pregnant shall be granted a leave of absence without pay upon a written request stating that the employee intends to return to work upon the termination of the pregnancy.

In support of such request the employee shall submit a statement from a physician:

- a. Certifying that the employee is pregnant,
- b. Fixing the approximate date of birth, and
- c. Fixing a date beyond which the employee cannot work because of inability to perform the job

properly or that the employee's health or safety may be endangered by continued work.

The leave shall begin on the date fixed by the physician and shall in the first instance be for up to one year. However, in the event the employee is unable to return to work at the expiration of the leave period, the employee shall be entitled to an additional leave of six (6) months upon the submission of satisfactory medical evidence that the employee will be able to perform the regular duties of the job within the said additional period.

Before returning to work, the employee shall furnish the Employer with a physician's certificate stating that the employee is physically able to resume the full normal duties of the job. Additionally, the employee shall give two weeks' written notice to the Employer of the day on which the employee intends to return to work. If the employee is not assigned by the expiration of the two weeks' notice, the employee must receive pay in lieu of work thereafter.

FUNERAL LEAVE

2. In the case of a death in the immediate family (namely, the death of a parent, grandparent, spouse, child, stepchild, brother, sister or parent-in-law) of any employee, requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay up to three (3) days. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for the portion of the time normally scheduled for work.
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UNION ACTIVITY LEAVE

3-a. The Employer agrees that any member of the Union employed by the Employer during the period of this Agreement who is elected to permanent office in the Union or is assigned by the Union to any Union activity necessitating leave of absence shall be granted such leave of absence and shall, at the end of the term in the first instance or at the end of his mission in the second instance, be given re-employment at his former wage rate, plus any increase or less any reduction that may have become effective during his absence.

b. The maximum period of absence permitted will be one (1) year.

JURY DUTY LEAVE

4. Full-time employees actually summoned and serving on juries will be granted time off when needed for actual jury duty and will receive the difference between their straight time basic weekly pay and the amount received while on jury duty, except such jury duty pay which they receive while serving on their regularly scheduled day off. During the time they are serving on said juries, their schedule shall be arranged to provide a shift ending nine (9) hours after the time the employees are required to report for such service. An employee who is dismissed from such service sufficiently early to enable him to work two (2) hours or more of his scheduled shift shall report to his store to complete his shift. This obligation on the part of the Employer shall be limited to thirty (30) days in each calendar year.

VOTING TIME LEAVE

5. During General Elections, employees shall be

granted time off to vote, with pay, but not more than two (2) hours, provided the employee is registered to vote and the time off is necessary.

MILITARY SERVICE LEAVE

6-a. The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States. Employees while in military service shall accrue all seniority rights including progression increases and all other increases as well as all other benefits during the term of his absence.

6-b. Employees full or part-time who served in the National Guard or Military Reserve Units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the Employer two (2) weeks prior notice.

OTHER LEAVES

7. Approved leave of absence for reasons other than those above shall not interrupt an employee's service record.

ARTICLE X

HEALTH AND WELFARE

1. Effective June 29, 1975, the Employer will contribute thirty-eight and one-half cents ($38\frac{1}{2}c$) per hour for all full-time employees and twenty-five and one-half cents ($25\frac{1}{2}c$) per hour for all part-time employees. Hours paid shall include paid hours of vacations, holi-

days, and other hours of leave paid for by the Employer. Such contribution shall commence the first of the month following eight (8) weeks of continuous employment. Such contributions shall be made to Central Virginia Retail Clerks and Subscribing Employer Health and Welfare Fund or any successor created by merger or consolidation, and shall be made on or before the twentieth (20th) day of each month for the preceding calendar month. Upon payment of the contributions, the Employer will report to the Union and the Trust Fund all hours paid all employees for which contributions were required during the preceding month. In accordance with the foregoing method of determining contributions payable, such report will be made in a manner prescribed by Trustees. The contributions provided for in this section shall be for the purpose of providing such benefits for eligible employees and other eligible persons as are determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of a Trust Agreement and Declaration of Trust known as the Central Virginia Retail Clerks and Subscribing Employers Health and Welfare Fund. This shall constitute the Employer's acceptance of the Agreement and Declaration of Trust and any amendments thereof.

2. Effective August 29, 1976, the Employer rate of contribution shall be changed to thirty-seven (37c) cents per straight time hour up to a maximum of forty (40) hours per week worked by or paid to any employee (either part-time or full-time). These contributions and reports shall be subject to the same terms and conditions as stated in Paragraph 1 above.

ARTICLE XI

PENSION PLAN

1-a Effective January 4, 1976, the Employer agrees to contribute to a jointly administered trust fund known as the Retail Clerks Union and the Employers Pension Fund, the sum of sixteen cents (16c) per hour for all hours paid up to forty (40) hours per week for all employees in the bargaining unit herein described and for probationary employees. Hours paid shall include paid hours or vacation, holidays, and other hours of leave paid for by the Employer. Such contributions shall be made on or before the twentieth (20th) day of each month for the preceding calendar month. Upon payment of the monthly contributions, the Employer shall report to the Union and the Trust Fund all hours paid all employees for which contributions were required during the preceding month.

1-b. In accordance with the foregoing method of determining contributions payable, such report will be made in a manner prescribed by the Trustees. The contributions provided for in this Section shall be for the purpose of providing such pension benefits for eligible employees and other eligible persons as are determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of a Trust Agreement and Declaration of Trust. This shall constitute the Employer's acceptance of the Agreement and Declaration of Trust and any amendments thereof. In the event of the loss of Treasury Department approval and the contributions to the Trust Fund are not deductible expenses under the Internal Revenue Code of 1954, as amended, or if for any reason the Fund cannot receive contributions, then all of the contributions which the

Employer is required to make to the Fund shall be paid into a separate, interest-bearing bank account until such time as the Trust Fund can receive such contributions and interest.

c. The Employer agrees that any Retail Employer who executes or has executed a collective bargaining agreement with this Union or with any other Local Union chartered by the Retail Clerks International Association which provides for contributions to a Pension Fund, shall be entitled to become a signatory to the Trust Agreement mentioned above by agreeing to the terms of the Trust Agreement, and is accepted for participation in the Fund by the Trustees in accordance with the provisions of the Trust Agreement.

2. Effective August 1, 1976, under the same terms and conditions as above, the Employer agrees to contribute an additional two cents (2c) to said "Fund," for a total of eighteen cents (18c).

3. Effective July 31, 1977, the contribution will be further increased two cents (2c), making a total hourly rate of twenty cents (20c).

ARTICLE XII

INSPECTION OF PAYROLL RECORDS

In order to facilitate the proper functioning of the Health and Welfare and Pension Plans herein, and to insure that contributions are being made for all covered employees in accordance with the provisions of the bargaining agreement, the Employer hereby agrees to the examination of those records deemed necessary by a certified public accountant, or by any party to be

mutually agreed to, by the parties hereto.

ARTICLE XIII

DISCHARGE

1. The Employer shall have the right to discharge any employee for just cause, such as proven or acknowledged dishonesty, intoxication during working hours, drinking or gambling on the Employer's premises, or direct refusal to obey orders by the Employer which are not a violation of this Agreement, provided however, that no employee shall be discharged or discriminated against because of membership in the union or for union activities.
2. In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time.
3. Warning notices shall have no force or effect after nine (9) months from the date thereof.

ARTICLE XIV

GRIEVANCE AND ARBITRATION

1. Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance.
2. Any employee, the Union or the Employer may

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present a grievance. Any grievance which is not presented within thirty (30) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party, except in case of discharge or suspension, when the time limit shall be ten (10) calendar days.

3. All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.

4. The Union representatives and the Employer Labor Representative shall discuss and attempt to adjust such grievances.

5. If the Union and the Employer Labor Representative cannot reach an adjustment within five (5) days, upon request of either party, the grievance shall be submitted to arbitration.

6. Parties shall select Arbitrator or jointly request list from Federal Mediation and Conciliation Service and selection shall be made by alternate striking methods.

7. The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved.

8. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve any issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject

matter not covered by or arising during the term of this Agreement.

9. The findings and decisions of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties.

10. It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

11. The expense of arbitrators shall be borne equally by the parties to the arbitration.

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ARTICLE XV

NO STRIKES OR LOCKOUTS

1. It is mutually agreed that there shall be no strike or lockout during the existence of this Agreement. The Union agrees that during such time it will not order but will use every effort to prevent cessation of work by any of its members employed by the Employer for any reason.

2. Nothing herein contained shall compel any employee to walk through a legal picket line provided the picket line has the approval of the local Union and the Retail Clerks International Association.

ARTICLE XVI

SHOP STEWARD

1. The Union shall have the right to appoint a Shop Steward in each store, whose duties shall be to report any irregularities to the Union Office. In no instance shall the Shop Steward be discriminated against for discharging such duties, provided such duties do not interfere with the regular performance of his work for the Employer.
2. It is understood that the Shop Steward shall be the last to be laid off in the store where he is employed, providing he is capable of performing the available work. The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary. In the event the Shop Steward is a part-time employee, then he or she can exercise superseniority in lay-off only over other employees in the part-time classification under the same conditions above for full-time employees.
3. A Shop Steward may be transferred only in cases of promotion or with the consent of the Steward or the Union to the transfer.

ARTICLE XVII

CHECK OFF UNION INITIATION AND UNION DUES

The Employer shall weekly check off initiation fees and dues from all members who authorize, in writing, such deductions and shall remit the same to the Secretary-Treasurer of the Union, at least once each month.

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ARTICLE XVIII

NON-DISCRIMINATION

No employee or applicant shall be discriminated against because of race, creed, color, national origin, sex or age. The use of personal pronouns of the male gender is for grammatical purposes only and all Articles and Sections apply equally to persons of either gender.

ARTICLE XIX

INVALIDATION

If a final decision of any State or Federal Board or Court of competent jurisdiction should hold in any case that the terms, conditions or provisions in this Agreement or the terms, conditions or provisions in any other Agreement of a like or similar import to those embodied in this Agreement, violate applicable State or Federal laws or regulations, then all the terms, conditions or provisions of this Agreement of like or similar import shall be given a like construction to those affected by such determination and shall become inoperative and of no effect from the date of such determination. In such event, either party may open this Agreement for negotiations only as to substitute provisions for those provisions made inoperative hereby, upon thirty (30) days' written notice to the other party. The remainder of this Agreement which is not affected by such determination shall, however, continue in full force and effect.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall continue in effect from May 16, 1976 through May 13, 1978 and from year to year thereafter unless either party serves notice, in writing, sixty (60) days prior to the expiration date of the Agreement in any year of a desire either for termination or for changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the result of the negotiations on the proposed changes, and that pending the result of the negotiations, neither party shall change the conditions existing under the Agreement.

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

FOR THE EMPLOYER:
SAFEWAY STORES, INC.

FOR THE UNION:

DATE

WAGES

Effective 5/16/76	Effective 11/14/76	Effective 1/2/77	Effective 7/3/77
Per Hour	Per Hour	Per Hour	Per Hour

CLASSIFICATIONS

Assistant Store Manager	\$7.22	\$7.50	\$7.60	C O
Produce Department Manager	6.76	7.02	7.12	S T

Clerks - Full Time				O F
0-6 months	5.33	5.54	5.64	
6 - 12 months	5.48	5.69	5.79	L
12 - 24 months	5.65	5.87	5.97	I
24 - 30 months	5.79	6.02	6.12	V
After 30 months	6.22	6.46	6.56	I N G.

Porters - Full Time				I N C
0 - 6 months	4.38	4.55	4.65	N
After 6 months	4.60	4.78	4.88	C

Bakery Sales Clerks - Full Time				(Safeway and Giant only) E F
0 - 6 months	4.37	4.56	4.66	F
6 - 12 months	4.51	4.68	4.78	
12 - 24 months	4.64	4.82	4.92	1/2/77
24 - 30 months	4.71	4.89	4.99	
After 30 months	4.75	4.93	5.03	

A & P Special Development (low volume) Stores only.				
Asst. Manager	7.15	7.43	7.53	
Produce Manager	6.68	6.95	7.05	

	Effective 5/16/76 Per Hour	Effective 11/14/76 Per Hour	Effective 1/2/77 Per Hour	Effective 7/3/77 Per Hour
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Clerks - Part Time

0 - 2080 hours	5.12	5.32	5.42	I
2080 - 4160 hours	5.47	5.68	5.78	N
After 4160 hours	5.63	5.85	5.95	

Porters - Part Time 4.41 4.58 4.68 D.C.-FELRA

Bakery Sales Clerks - Part Time (Safeway and Giant only)

0 - 2080 hours	4.24	4.40	4.50	
After 2080 hours	4.51	4.68	4.78	

Head Cashiers

Large Stores	10.00	weekly (40 hour) premium in addition to their acquired
Small Stores	8.00	"clerk" rate of pay.

Courtesy Clerks	2.50	2.50	2.50	2.50
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Effective 5/16/76, Courtesy Clerks on the payroll as of that date will receive a twenty cents (20c) per hour increase on their current rate.

Effective 5/15/77, Courtesy Clerks on the payroll as of that date will receive a twenty-two cents (22c) per hour increase on their current rate.

Courtesy Clerks starting rate of pay shall be maintained at not less than twenty cents (20c) per hour above Federal minimum wage (notwithstanding any rate shown in the contract).

APPENDIX

"Summary of Health and Welfare Benefits"

(The following summary of benefits is for information only and is not a part of this Labor Agreement but has been determined by the Trustees of the Central Virginia Retail Clerks and Subscribing Employers Welfare Fund.)

SCHEDULE OF BENEFITS (Effective September 1, 1976)

For full details including limitations and exclusions see your booklet.

Life Insurance

For Employees Only

Full Time	\$10,000.00
Part Time	5,000.00
Accidental Death	Full Time - \$10,000
and Dismemberment	Part Time - 5,000.00

WEEKLY DISABILITY BENEFIT

(Full Time Employees Only)

WEEKLY BENEFIT	\$175.00
Subject to a maximum of 70% of your average earnings.	

To receive this Benefit it will be necessary that you be disabled and under the regular care of a physician.

DURATION 26 weeks

PAYMENTS BEGIN

Accident	First Day
Sickness	Third Consecutive Day

The following benefits are for all employees and eligible dependents of full-time employees.

HOSPITAL EXPENSE BENEFIT

ROOM & BOARD

Daily limit average semi-private room charge but not to exceed \$100.00 per day for up to 70 days.

OTHER HOSPITAL SERVICES

Actual charges up to 70 days.

Actual charges for out-patient surgery and emergency care within 2 days following a non-occupational injury. Ambulance charges up to \$25.00.

SURGICAL EXPENSE BENEFIT

Benefit amount set by specified schedule up to maximum of \$2,000.00.

SUPPLEMENTAL ACCIDENT BENEFIT

For medical expense not otherwise covered resulting from an accident and received within 90 days of the accident.

Maximum\$300.00

LABORATORY AND X-RAY EXAMS

Up to \$300.00 per calendar year for diagnostic laboratory or x-ray examinations not covered under hospital benefits.

DOCTORS VISIT IN-HOSPITAL MEDICAL EXPENSE

1st Visit	\$25.00
2nd through 70th	\$15.00

MATERNITY EXPENSE BENEFIT

Hospital Expense	Maximum 5 days
Surgical Expense -	
Normal Delivery	\$350.00
Caesarean Section	\$400.00
Miscarriage	\$120.00

VISION CARE BENEFIT

Maximum benefit per family member in each period of 12 consecutive months.

Vision examinations Complete, including refraction.....	\$ 25.00
Single vision lenses	30.00
Bifocal vision lenses	35.00
Trifocal vision lenses	40.00
Contact Lenses	100.00
Frames	25.00
PRESCRIPTIONS .deductible per Rx	1.50

RADIATION THERAPY

Maximum Benefit\$300.00

PATHOLOGICAL EXAM

Maximum Benefit\$50.00

CONSULTATION EXPENSE BENEFIT \$40.00

MAJOR MEDICAL EXPENSE BENEFIT

DEDUCTIBLE

\$100.00 per calendar year per covered individual.
\$200.00 max. per family.

PAYMENT: 80% of covered charges up to \$500, 100% thereafter.

MAXIMUM \$25,000 per covered individual

DENTAL CARE PROGRAM

DEDUCTIBLE

\$25.00 per calendar year per covered individual. \$50.00 max. per family.

MAXIMUM per covered individual per calendar year - \$1,000.00.

NOTE: No coverage is provided for dependents of part-time employees.

"Serving People Who Serve People"



RETAIL CLERKS INTERNATIONAL ASSOCIATION

LOCAL 273

317 Campbell Ave. S.W.

P.O. Box 870

Roanoke, Virginia 24005

Telephone: (804) 344-2081

1401 Peters Creek Rd, N
Roanoke, Va 24017

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U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

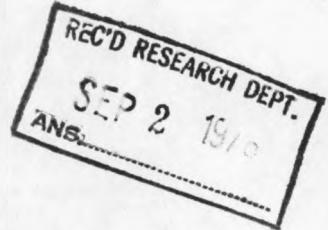
WASHINGTON, D.C. 20212

September 1, 1976



Secretary-Treasurer
 Retail Clerks International
 Association
 Suffridge Building
 1775 K Street, Northwest
 Washington, D.C. 20006

DEC 09 1976



Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering the Food Stores in Virginia (Giant, A&P and Safeway) with your locals 157, 233 and 278. The agreement we have on file expired May 1976.

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 to 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,

A handwritten signature in cursive ink that appears to read "Julius Shiskin".

JULIUS SHISKIN
 Commissioner

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

IF MORE THAN ONE AGREEMENT, USE BACK OF FORM FOR EACH DOCUMENT

1. Approximate number of employees involved - - - - - 2535
2. Number and location of establishments covered by agreement 81
3. Product, service, or type of business Food
4. ~~If your agreement has been extended, indicate new expiration date~~ 5/13/78

(Your name and position) Patricia J. Elliott (Area code and tel. no.)

RCIA 1775 K ST NW WASH. DC 20006
 (Address) (City, State, ZIP code)