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AGREEMENT

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This Agreement has been entered into between J. Weingarten., Houston, Texas, hereinafter designated as the Employer, and the Retail Clerks Union, No. 455, chartered by the Retail Clerks International Association, affiliated with the A.F.L.-C.I.O., hereinafter designated as the Union.

INTENT AND PURPOSE

Article 1. The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer to promote efficiency and service, and to set forth herein the agreements covering rates of pay, hours of work, and conditions of employment.

RECOGNITION OF UNION

Article 2 A. The Employer recognizes the Union as the sole collective bargaining agent with respect to work, rates of pay, hours, and all other terms and conditions of employment for the appropriate bargaining unit as stipulated in N.L.R.B. Case No. 23-RC-1766 herein established and described as follows:

All employees in the J. Weingarten, Inc., retail stores, excluding all Korner Pantry type stores, located within the existing geographical area as shown on the map attached to this Agreement as "Schedule C" of the Houston and Sabine Administrative Divisions, including the cities of Houston, Pasadena, Baytown, Bellaire, Orange, Port Arthur, Beaumont, Galveston, Texas City, Freeport, Jacinto City, Bryan, Lake Jackson and Angleton, Texas, excluding store managers, assistant store managers, management trainees, meat department managers, employees working in the meat departments, employees in the delicatessen departments in those stores where the delicatessen department is consolidated with the meat department, non-food department managers, nursery center employees, employees employed in the stamp redemption centers which are located physically apart from the Employer's retail grocery stores, office clerical employees who work separately and apart from the retail grocery stores, professional employees, guards, watchmen, supervisors, as defined in the Act.

B. The Employer agrees not to enter into any agreement or contract with the employees, written or oral, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

CHECK-OFF

Article 3 A. The Employer shall, during the life of this Agreement, deduct initiation fees and regular monthly dues from the third pay of each month of the employees who are members of the Union and who individually and voluntarily certify in writing on the Form 1 attached hereto which is "Schedule D" of this Agreement for such deductions. Such authorization shall be binding on the employees for the duration of this Agreement unless the authorization is revoked in accordance with the provisions of the Taft-Hartley Act of 1947, as amended. The Union shall certify in writing each month a list of its members who have signed such authorization cards, with an itemized list of such initiation fees and dues to be deducted from such member. The Employer shall promptly remit all funds deducted in this manner to the Union.

B. If there should be a change in the Law permitting a Union Security clause, the following shall to the extent permitted by law be effective the week following such change:

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 provision shall remain members in good standing and those who are not members on the effective date of this provision shall, on or before the thirty-first (31st) day following the effective date of this provision 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 and hired on or after its effective date of this provision shall, on or after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

C. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

D. The Employer agrees to notify the Union in writing within thirty (30) calendar days from the date of employment of the name and address of each new employee, his social security number, position for which he will be employed, date of employment, and starting rate of pay. The Employer agrees to apply to such new employees the wage scale, hours and other conditions of employment set forth in this Agreement.

MANAGEMENT RIGHTS

Article 4. The management of the business and the direction of the working forces, including the right to plan, direct, control, expand, reduce and terminate 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 study or introduce a new or improved production methods or facilities and the right to establish and maintain rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with due regard for the rights of the employee and provided further that it will not be used for the purpose of discrimination against any employee and provided further that this right is not in conflict with any other provision of this Agreement.

GRIEVANCE PROCEDURE AND ARBITRATION

Article 5 A. The Union shall have the right to designate shop stewards for each store. The Union will notify the Employer in writing of such designated stewards.

B. Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

- Step 1. By conference between the aggrieved employee, the shop steward, or both, and the store manager.
- Step 2. By conference between the shop steward or business agent of the Union and the store manager.

Step 3. By conference between an official or officials of the Union and the Division Manager, and/or a Representative of the Employer designated by the president.

Step 4. In the event the last step fails to settle the complaint, it shall be referred to the Board of Arbitration.

C. The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two parties shall within two (2) days after disagreement request the Director of Federal Mediation and Conciliation Service to furnish a panel of five (5) arbitrators, from which the third arbitrator may be selected. Should the parties be unable to select a third arbitrator from this list, they shall, within ten (10) days of receipt of the original list, request the Federal Mediation and Conciliation Service to submit a new panel of five (5) arbitrators; from which, by striking out names, the third arbitrator shall be selected.

The decision of the majority of the Board of Arbitration shall be final and binding on both parties. The expense of the neutral arbitrator shall be shared equally by both parties.

D. An employee may be discharged for proper cause, and the Employer shall give notice in writing of such discharge to the Union. The Employer shall not discharge any employee without proper cause and shall give at least one (1) written warning notice of the specific complaint or complaints against such employee to the employee and to the Union, except that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drunkenness, drinking while on duty, falsification of application for employment, recklessness resulting in a serious accident while on duty. The Union may thereupon file a written complaint with the Employer within seven (7) days after the Union receives notice of such discharge. Said complaint must be taken up within seven (7) days from date of notice to the Union, by the latter's representative and the Employer's designated representative, and it shall be referred to the Board of Arbitration in the event the Union and the Employer's representative fail to reach an agreement. Should the Board determine that it was an improper discharge, the Employer shall reinstate and compensate the employee in accordance with the findings of the Board of Arbitration. The remedy set forth by the Board of Arbitration within the purview of its authority as herein confined within this Agreement shall be final and binding on both parties. The Board of Arbitration shall have the authority to find, but is not obligated to do so, that reinstatement, and/or compensation or both is justified. The Board of Arbitration shall make every effort to settle this dispute within thirty (30) days from its receipt.

E. No grievance will be discussed unless the outlined procedure has been followed.

F. Lengthy discussions between the employees and representatives of the Union, including the shop steward, or among themselves concerning disputes, shall not take place during working hours.

G. The manager of a store shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with.

H. The Employer shall have the right to call a conference with the shop steward, or officials of the Union for the purpose of discussing grievances, criticisms, or any other problems.

I. Grievances must be presented in writing after Step 2. No grievance will be considered or discussed which is presented later than fifteen (15) calendar days after such happened.

J. The parties agree that issues may arise of a general nature affecting or tending to affect more than one (1) employee covered by this Agreement and that such issues may be initiated at any of the above mentioned steps deemed appropriate by the Union or the Employer bringing the grievance.

UNION COOPERATION

Article 6 A. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

C. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

D. The Union recognizes the need for improved methods and output in the interest of the employees and the business, and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

E. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

NO STRIKE, NO LOCKOUT

Article 7 A. During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

B. However, no employee shall be required to cross a picket line when his health or safety would be endangered.

OTHER WORK

Article 8 A. Employees shall perform any work except meat department work which the manager of the store or district manager may direct with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay, unless due to a decrease of work he has been regularly assigned to a lower rated job and desires to retain such job rather than accept a lay-off.

UNION REPRESENTATION AND RIGHTS

Article 9 A. The Union agrees to issue Union Store Cards to the Employer under the rules governing Union Store Cards set forth in the Constitution of the Retail Clerks International Association. Such Union Store Cards are and shall remain the

property of said International Association, and the Employer agrees to surrender said Union Store Cards to an authorized representative of the Union upon demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card is issued. Union Store Cards may be displayed in all stores covered by this Agreement.

B. The Store Manager shall grant Union representatives access to the store during working hours for the purpose of satisfying themselves that the terms of this Agreement are being complied with, providing there shall be no interruption or interference with the normal work.

C. The Union shall designate a shop steward for each store and shall notify the Employer of the identity of each steward.

D. The Employer shall have the right to call a conference with the shop steward or officials of the Union for the purpose of discussing his grievances, criticisms, or other problems.

WAGES

Article 10 A. Rates of pay for job classifications now set forth in this Agreement shall be not less than as set forth in Schedule "A" attached hereto and made a part of this Agreement.

B. When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

C-1. No employee will be required to use his own transportation to conduct the business of the Employer.

C-2. Any employee required to appear in court on behalf of the Employer shall be paid for such time necessarily spent for this purpose including traveling to the proceedings from the store.

DISCRIMINATION

Article 11 A. No employee shall be discriminated against by the Employer for upholding Union principles or engaging in activities of the Union.

B. No employee's pay shall be reduced as a result of the signing of this Agreement.

WORKING CONDITIONS

Article 12 A. The hours for each employee shall be scheduled by the Employer. A work schedule for full-time employees for the succeeding week shall be posted in each store not later than 4:00 p.m. on Friday of the current week. Employees' schedules will not be staggered to avoid the payment of overtime.

B-1. The work week shall consist of not more than forty (40) hours to be worked in not more than five (5) days Monday through Saturday, not necessarily consecutive.

B-2. Effective the week following the signing of this Agreement, time and one-half (1½) will be paid for all hours worked by an employee in excess of nine (9) hours per day two (2) days a week and eight (8) hours per day three (3) days a week.

B-3. One and one-half (1½) times the employee's straight time hourly rate of pay will be paid for all hours worked on Sunday.

C-1. All work in excess of the work week as specified in Paragraph B-1 above or the work day as specified in Paragraph B-2 shall be paid for at time and one-half (1½) the employee's straight time hourly rate of pay or for work performed on the sixth day worked in a work week.

C-2. Time and one-half (1½) will be paid on the day or on the week, whichever is greater, but in no case will overtime or premium pay be pyramided.

D-1. There shall be no split shift schedule for employees.

D-2. The following shall be recognized as holidays: New Year's Day, San Jacinto Day (if observed by the Employer in the city involved), Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days legally celebrated in lieu thereof.

D-3. During a week in which one of the above holidays occur, full-time employees who work their scheduled work day preceding and their scheduled work day following the holiday shall receive eight (8) hours pay in addition to the hours worked. Employees who are absent of their own accord on either their scheduled work day preceding or their scheduled work day following the holiday shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay provided he worked any part of the holiday week.

D-4. Time and one-half (1½) will be paid for hours worked in excess of thirty-two (32) hours in a holiday week.

D-5. If a holiday occurs during an employee's vacation he shall be given an extra day off with pay, as pay for such holiday.

D-6. If San Jacinto Day or a sixth (6th) legal holiday is not observed by the Employer in the town, then one (1) additional day shall be granted to the employees in lieu of such sixth (6th) holiday, subject to the conditions regarding holidays set forth in this Article on a date convenient to both the Employer and the employee.

D-7. Part-time employees who work thirty-two (32) hours or more in a holiday week shall receive holiday pay.

D-8. Regular employees who work less than full-time will be paid for the number of hours they would normally have worked on the day if it had not been a holiday.

D-9. Employees not eligible for holiday pay will be paid time and one-half (1½) for hours worked on the holiday.

E. Employees shall be allowed one (1) hour off for lunch without pay each day and one-half (½) hour off without pay for supper on any day they are required to work past 7:00 p.m. Less than one (1) hour may be taken for lunch where it is agreeable between the employee and the store manager.

F. Any uniform deemed necessary by the Employer for its employees shall be furnished by the Employer. Female employees shall be furnished uniforms of Dacron or similar type material. Uniforms will be replaced as needed. All male employees will be furnished neckties, which will be replaced as needed. A charge of twenty-five (25c) cents will be made for replacement of a necktie to any male employee when such need for replacement is due to loss or damage by the employee.

G. Employees, except students working after school hours on scheduled school days, who are instructed to report for work shall be guaranteed at least four (4) hours' work or pay in lieu thereof.

H. Employees shall receive a fifteen (15) minute paid rest period in each half shift worked, but not to exceed two (2) rest periods per day. Employees working seven (7) or more hours shall be entitled to two (2) rest periods per day.

I-1. Regular employees shall receive a night premium of twenty-five (25c) cents per hour for all hours worked from 6:00 p.m. to 6:00 a.m. except on Saturday the night premium of twenty-five (25c) cents shall apply to hours worked from 7:30 p.m. to 7:30 a.m.

I-2. Effective the week following the signing of this Agreement, part-time employees, except sackers and carry-out boys, shall receive a night premium of twelve and one-half (12½c) cents per hour for all hours worked from 6:30 p.m. to 6:30 a.m. except on Saturday the night premium of twelve and one-half (12½c) cents shall apply to hours worked from 7:30 p.m. to 7:30 a.m.

I-3. Effective March 7, 1966, part-time employees, except sackers and carry-out boys, shall receive a night premium of twenty-five (25c) cents per hour for all hours worked from 6:30 p.m. to 6:30 a.m. except on Saturday the night premium of twenty-five (25c) cents shall apply to hours worked from 7:30 p.m. to 7:30 a.m.

I-4. This night premium is separate from and in addition to the employee's basic rate.

J. The Employer will provide a bulletin board in each store. The Union may post notices necessary for conducting Union business on such boards.

K. Employees shall be allowed to keep all tips.

L. Texas law regarding employees time off for voting shall be followed.

M. Employees shall be paid for all time worked in accordance with the contract and the Employer shall maintain correct time records.

N. Charitable contributions will be on a voluntary basis.

O. Any employee designated by the Employer to relieve the position of department head when the position is open four (4) or more days due to vacation, sickness, leave of absence, etc., shall receive the starting rate of pay of the applicable classification beginning with the first day of such work.

P. Time spent by employees in travel from place to place during the work day in order to perform work assigned to them by the Employer shall be paid for as time worked.

Q. Employees shall not be required to attend the Employer's meetings on their scheduled days off, and time spent by employees in attending required Employers' meetings shall be considered as time worked and paid accordingly.

HEALTH AND WELFARE

Article 13 A. This article shall become effective March 5, 1967.

B. The term "eligible employee" shall mean an employee who has worked an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours). Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) and such date shall hereinafter be referred to as his eligibility date. However, an employee who has worked an average of thirty-two (32) hours per week for the period of eight (8) consecutive calendar weeks (256 hours) immediately preceding March 5, 1967, shall become eligible for health and welfare benefits on such date and such date shall be his eligibility date. Employees who are off work and receiving Employer sickness and/or accident benefits shall have such time considered as time worked for eligibility purposes in computing the 256 hours worked immediately preceding March 5, 1967.

C. Effective March 5, 1967, with respect to employees eligible on that date and effective on the first day of the calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) with respect to employees who complete the eight (8) consecutive calendar weeks (256 hours) period after March 5, 1967, the Employer shall contribute the sum of twenty-one (\$21.00) dollars per month for each eligible employee to the established Retail Clerks Union and Employers Health and Welfare Trust in accordance with the established Health and Welfare Trust Agreement in the Houston, Texas, area for the purpose of providing such health and welfare benefits. Such Health and Welfare Trust Fund shall be a jointly administered Employer and Union Trust Fund.

D. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A lay-off or leave of absence of thirty (30) calendar days or more except as otherwise provided below;
2. The employee's ceasing to be an eligible employee due to his failure to work an average of thirty-two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours).

E. Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of a non-work accident, one (1) month's contribution following the month in which the employee incurred the accident.
2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.
3. In case of illness, two (2) months' contribution following the month in which the illness occurs.
4. In case of compensable injury, three (3) months' contribution following the month in which the injury occurs.
5. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment, except for those employees who are discharged for just cause.

F. The Employer agrees that all present employee insurance, hospitalization and mutual aid programs shall continue until March 5, 1967, on which date all of the Employer's established insurance programs, including basic and supplemental life insurance, hospitalization, and mutual aid programs shall be discontinued for all employees covered by this Agreement.

SENIORITY

Article 14 A. In lay-offs, rehiring, and choice of vacations, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. In

the matter of promotions or transfers from one type of work to the other or from one store to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority.

B. Agreed upon seniority lists shall be established and maintained, and such records shall be available to the Union at all times.

C. Seniority shall be considered broken if an employee is justly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, if he is called back to work after a layoff by registered letter to his last known address and does not report for work within one (1) week or if he does not comply with the terms of a leave of absence.

D-1. Seniority for regular employees shall be by the job classifications as follows:

- | | | |
|-------------|----------|------------|
| a. Stockers | c. Sales | e. Utility |
| b. Clerks | d. Lunch | |

on a store, zone, city and division basis to the position of the employee with the least seniority.

D-2. Seniority date shall be the employee's last beginning date as a regular employee after entry into the bargaining unit.

D-3. A regular employee laid off to less than thirty-two (32) hours for a period of four (4) consecutive weeks may claim the job of the least senior regular employee in his classification or any other classification in which he has worked in the zone, city, area or division as the case may be or claim a non-regular job in his store.

D-4. The displaced least senior employee out of a job may claim the least senior employee's job in his classification or any other classification in which he has worked in the zone, city, area, or division as the case may be.

D-5. A regular employee reduced to a non-regular status will have first opportunity to a "regular" job opening in his classification.

D-6. In case of lay-off where two or more regular employees perform the same work, seniority shall prevail.

E-1. Seniority for part-time employees shall be by the job classifications on a store basis as follows:

- | | | |
|-------------|----------|------------|
| a. Stockers | c. Sales | e. Utility |
| b. Clerks | d. Lunch | |

E-2. Part-time employees transferred at the request of the Employer will take their seniority to the store to which they are transferred.

E-3. Regular employees reduced to a part-time status will have seniority on a non-regular list as of his entry into the bargaining unit.

E-4. Part-time employees shall gain regular status in accordance with provisions covering a regular employee definition.

F. In the event of layoff out of the line of seniority is contemplated, a meeting will be held with the Union prior to such action.

G. No employee shall acquire any seniority rights until he has been in the bargaining unit thirty (30) days and provided further the seniority date after thirty (30) days will revert to the date the employee enters the bargaining unit.

H. Part-time employees shall be given preference for regular employment over applicants with no previous experience with the Employer.

I. The Employer will where practical, give to part-time employees, with the most seniority and where the employee is qualified and available within a store, the schedule with the most hours. This clause is not to be construed to mean that employees may claim hours of another employee's schedule.

LEAVES OF ABSENCE

Article 15 A. PREGNANCY: A regular female employee who has had one (1) year of continuous service as a regular employee will be granted a leave of absence upon her written request supported by a statement from a physician certifying that the employee is pregnant and the anticipated birth date. Such leave shall begin not later than the end of the sixth (6th) month of pregnancy and will expire not later than three (3) months after birth or miscarriage unless the employee requests in writing an extension of the leave, supported by a doctor's certificate certifying that such an extension is necessary but in any case the leave of absence shall not be extended more than an additional three (3) months. Failure to request a pregnancy leave by the end of the fifth (5th) month shall cause the employee to be considered as having quit her job. Two (2) weeks before the expiration of a pregnancy leave, the employee shall notify the Employer that she will be available for work at the expiration date of her leave and will have a doctor's release at that time unless she requests an extension as above provided.

B. UNION BUSINESS: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least seven (7) days notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

C. SICKNESS OR INJURY: A leave of absence because of sickness or injury not to exceed ninety (90) days shall be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

D-1. MILITARY LEAVE: Any employee who enlists or is inducted into military service shall be returned to his job and retain his seniority under the provisions of the Federal Selective Training Act.

D-2. Any employee who is required to report for duty with the National Guard or with any Reserve of any branch of the military shall not be required to take his vacation at that time.

E. Any employee with six (6) months' or more of service with the Employer may be granted at the convenience of the Employer and employee a personal leave of absence, without pay, not to exceed thirty (30) days.

F. Any employee desiring a leave of absence from the job shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed upon by the Employer and the employee. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Inability to work because of sickness or injury shall not result in the loss of seniority rights.

G. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits, except as otherwise provided herein, and will not result in loss of seniority. In case of a pregnancy leave, seniority shall be retained but shall not accrue during the period of such pregnancy leave. Failure to report back to work at the end of a leave of absence shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

H. JURY DUTY: In case an employee is known to have served on any duly constituted jury, or to have been subpoenaed as a witness, he shall be paid for hours necessarily absent from work. Employees who assume responsibility of citizenship by serving in such a capacity will be privileged to retain jury or witness fees in addition to their pay, but this privilege so far as jury fees are concerned will be extended only once in any three successive years.

I. DEATH IN FAMILY: If a member of an employee's immediate family shall die, said employee shall be paid for a reasonable period of absence depending upon the circumstances but not to exceed a maximum of three (3) scheduled work days. The term "immediate family" shall mean spouse, parent, child, brother, sister, grandmother, and grandfather, or any relative residing with the employee.

VACATIONS

Article 16. Employees will be entitled to vacations in accordance with Schedule "B" Vacations.

PREVIOUS EXPERIENCE

Article 17 A. Previous proven comparable experience within five (5) years from date of present employment, as shown on application for employment, shall be the basis for determination of the new employee's rate of pay.

B. Claim for rate adjustment based on previous experience must be filed in writing within thirty (30) days from date of employment, otherwise the employee forfeits any claim under this provision.

C. In the event that the Employer is unable to verify previous experience claim on job application, the employee and the Union shall be notified in writing. The employee shall have ten (10) days from receipt of such notice in which to file a grievance.

REGULAR EMPLOYEE DEFINITION

Article 18 A. An employee shall be classified as a "regular" employee at the end of any twelve (12) consecutive weeks during which his average hours worked per week equal or exceed eighty (80%) per cent of the hours in the basic work week for his classification.

B. Time not worked because of a holiday shall be counted as time worked toward qualification as a regular employee, regardless of whether or not the employee is entitled to holiday pay.

C. For an employee who meets the aforesaid requirements, continuous service as a regular employee shall be dated back to the first day worked in the first of the twelve qualifying weeks.

D. Once an individual has qualified as a regular employee, he shall be removed from regular status only:

1. If he is discharged;
2. If he quits voluntarily;
3. If he is permanently laid off due to elimination of job;
4. Or if, at the end of any two (2) consecutive social security quarters; or for reasons other than sick leave or authorized leave of absence, he has worked less than half time in 10 or more weeks in each of the two (2) quarters, including the last two (2) weeks of the most recent quarter.

E. If separated from regular status in accordance with the preceding paragraph an employee has suffered a break in service which cannot be abridged or eliminated by subsequent employment. To qualify as a regular employee, he must again meet the requirements set forth in the first paragraph.

F. A day student averaging 80% or more of the basic work week during the summer will be retained on a probationary basis until October 15. If he is still working at that time, has met all the requirements for classification as a regular employee, and is currently averaging 50% or more of the basic work week, he shall be classified as a regular employee, his beginning date of continuous service shall be dated back to the beginning of his qualifying service as defined in the preceding paragraph.

SEPARATION PAY

Article 19 A. A regular employee with more than six (6) months' regular service who is permanently separated due to discontinuance of the job, store closing or reduction in the working forces, shall be given one (1) week's notice or one (1) week's pay in lieu of notice. An employee separated during a week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus pay for one additional week, which, at the option of the Employer may either be worked or paid in lieu of notice.

SEPARABILITY

Article 20. Any provisions of this Agreement which may be adjudged by a court of final jurisdiction to be in conflict with any Federal, State or Local law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed in the event of a conflict between any provision of this Agreement and such Federal, State or Local law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be negotiated promptly to replace those provisions coming into conflict with the laws herein described. The Employer and the Union further agree if they are unable to reach an agreement on the substitute provision to arbitrate any differences concerning a substitute provision.

DURATION AND EXPIRATION

Article 21 A. This Agreement when executed shall be deemed to define the wages, hours and rates of pay, and other conditions of employment covered by this Agreement for the term of this Agreement, and no new or additional issues not included herein or covered hereby are required to be the subject of negotiations during the term hereof.

B. This Agreement shall be in effect from March 8, 1965, through March 10, 1968, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party at least sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire of termination or changes in this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this 16th day of March, 1965.

FOR J. WEINGARTEN, INC.
Harold M. Falek

FOR RETAIL CLERKS UNION,
Local No. 455, AFL-CIO
D. J. Hofer

SCHEDULE "A" - WAGES

	Effective March 8, 1965		Effective Sept. 6, 1965		Effective March 7, 1966		Effective Sept. 5, 1966		Effective March 6, 1967	
	Regular	Part Time								
STOCK										
1st 6 months	1.40	1.33	1.45	1.40	1.52	1.48	1.56	1.52	1.58	1.56
2nd 6 months	1.47	1.41	1.52	1.47	1.59	1.53	1.61	1.58	1.63	1.60
3rd 6 months	1.54	1.48	1.59	1.54	1.66	1.60	1.68	1.65	1.70	1.67
4th 6 months	1.71	1.65	1.76	1.72	1.85	1.79	1.90	1.84	1.93	1.90
After 2 years	1.92	1.81	1.97	1.90	2.08	1.97	2.13	2.02	2.18	2.10
CLERKS - Checkers, Courtesy Booth, Produce, Del.										
1st 6 months	1.36	1.31	1.41	1.36	1.48	1.44	1.51	1.48	1.54	1.52
2nd 6 months	1.42	1.38	1.47	1.42	1.54	1.48	1.56	1.52	1.58	1.55
3rd 6 months	1.48	1.44	1.53	1.48	1.60	1.54	1.62	1.58	1.64	1.61
4th 6 months	1.62	1.58	1.67	1.64	1.76	1.71	1.81	1.76	1.84	1.82
After 2 years	1.81	1.73	1.87	1.80	1.97	1.87	2.02	1.92	2.07	2.00
SALES - Drug, Home Center, Tobacco, Bottle Booth, Lobby, Bakery										
1st 6 months	1.31	1.26	1.36	1.31	1.43	1.39	1.46	1.43	1.49	1.47
2nd 6 months	1.37	1.33	1.42	1.37	1.49	1.43	1.51	1.47	1.53	1.50
3rd 6 months	1.43	1.39	1.48	1.43	1.55	1.49	1.57	1.53	1.59	1.56
4th 6 months	1.57	1.53	1.62	1.59	1.71	1.66	1.76	1.71	1.79	1.77
After 2 years	1.76	1.68	1.82	1.75	1.92	1.82	1.97	1.87	2.02	1.95
LUNCH										
1st 6 months	1.325	1.26	1.355	1.30	1.39	1.33	1.42	1.36	1.45	1.40
2nd 6 months	1.39	1.31	1.42	1.36	1.45	1.40	1.48	1.43	1.52	1.47
After 12 months	1.48	1.36	1.51	1.40	1.54	1.44	1.57	1.48	1.61	1.53
MALE UTILITY										
1st 6 months	1.29	1.28	1.35	1.34	1.38	1.36	1.40	1.38	1.42	1.40
2nd 6 months	1.33	1.31	1.37	1.35	1.40	1.38	1.42	1.40	1.44	1.42
After 12 months	1.48	1.43	1.55	1.50	1.60	1.55	1.65	1.60	1.69	1.64
FEMALE UTILITY										
1st 6 months	1.26	1.25	1.32	1.28	1.35	1.32	1.37	1.35	1.39	1.37
2nd 6 months	1.28	1.27	1.34	1.32	1.37	1.35	1.39	1.37	1.41	1.39
After 12 months	1.39	1.34	1.45	1.40	1.50	1.45	1.55	1.50	1.60	1.56
PRODUCE MANAGERS										
Group "A"	81.40		84.40		87.40		90.40		93.40	
Group "B"	85.40		88.15		90.90		93.65		96.40	
Group "C"	88.40		91.15		93.90		96.65		99.40	
Group "D"	91.40		94.40		97.40		100.40		103.40	
COURTESY BOOTH MANAGER										
DELICATESSEN MANAGER	1.935		1.995		2.095		2.145		2.195	
BAKERY MANAGER										
LOBBY MANAGER	1.885		1.945		2.045		2.095		2.145	
LUNCH MANAGER	1.605		1.635		1.665		1.695		1.735	
HEAD UTILITY	1.605		1.675		1.725		1.775		1.815	
SACKERS AND CARRY OUT										
1st 6 months		1.15		1.25				1.275		1.30
After 6 months		1.20		1.30				1.325		1.35

SACKER CARRY OUT: The duties of the sacker and carry-out employee shall be sacking, carrying customers' purchases, handling bascart and keeping area in front of checkstands, store entrance and area outside of the store clean. Sackers and carry-out employees shall be increased on the basis of calendar weeks in which any hours were worked. Weeks in which no hours were worked shall be excluded.

MALE UTILITY HELP: Male Utility Help shall be defined as any employee responsible for the general housekeeping of the store, such as mopping, sweeping, and dusting; bagging groceries, assisting customers with carry-out, etc., in addition, utility help may load and unload trucks, take care of salvage and take care of bottle returns.

FEMALE UTILITY HELP: Female Utility Help shall be defined as any employee responsible for the general housekeeping of the store, such as mopping, sweeping and dusting; bagging groceries, assisting customers with carry-out, etc.

A. For the purpose of the above wage schedule and for no other purpose in this Agreement, full-time employees are those who normally work thirty (30) hours or more per week, and part-time employees are those who normally work less than thirty (30) hours per week. Normally shall mean that when an employee has worked thirty (30) hours or more per week for four (4) consecutive weeks he or she will be paid the appropriate full time rate of pay and when the employee has worked a period of four (4) consecutive weeks at less than thirty (30) hours per week, they will be paid the part-time rate of pay.

B. The rate for any employee not working the full basic work week, other than sackers and carry-out employees, shall be determined on the following basis:

The employee will start on the first six months full-time or part-time rate for the proper classification, and will advance up the pay scale on the basis of one bracket for each 1040 hours worked.

Employees that are above the top rates as shown in their classification shall receive an increase that will assure them a minimum increase of ten (10c) cents per hour effective on the following dates, March 8, 1965; March 7, 1966; March 6, 1967.

*All department managers on the effective date of this contract shall receive an increase of twelve and one-half (12½c) cents per hour and an additional twelve and one-half (12½c) cents per hour on March 7, 1966; March 6, 1967; and shall maintain a twelve and one-half (12½c) cents differential over the top listed rate in their respective classification for the duration of this Agreement.

SCHEDULE "B" - VACATIONS

A. Each regular employee, after one year of continuous regular service with the Employer, shall be given one (1) week vacation with pay, and after three (3) years' continuous service shall be given two (2) weeks vacation with pay, and after ten (10) years' service shall be given three (3) weeks vacation with pay. Vacation pay will be computed at the rate of forty (40) hours per week at the employee's regular straight time rate of pay, except those employees working less than forty (40) hours per week, shall receive vacation pay based on their average number of hours worked.

B. After an employee has qualified for his first one (1) week vacation, he automatically qualifies for a second one (1) week vacation as of January 1 of the following year.

C. After an employee has qualified for a two (2) weeks vacation, he automatically qualifies for future two (2) weeks of vacation as of January 1 of the following year.

D. After an employee has qualified for three (3) weeks vacation, he automatically qualifies for future three (3) weeks of vacation as of January 1 of the following year.

E. If an employee qualifies for one (1) week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the same year, he may take the first week early or wait and take both weeks together.

F. Vacation periods shall be scheduled by the Employer with due regard to seniority of employees, and employees will be given two weeks' advance notice of their scheduled vacation.

G. Such vacation pay shall be paid to the employee prior to the start of his vacation, and when any holiday named in Article 12 of this Agreement falls within the employee's vacation, an additional day off with pay shall be added to the employee's vacation, or pay in lieu thereof.

H. Should ownership change during the term of this Agreement, the present Employer agrees to pay employees for that portion of vacation earned up to date change is made.

I. Leaves totalling ninety (90) days or less in any calendar year shall not affect the vacation earned in that year. Leaves totalling more than ninety (90) days, but not over 180 days shall reduce vacation and vacation pay by one-fourth (¼); leaves totalling more than 180 days, but not over 270 days shall reduce vacation and vacation pay by one-half (½); leaves totalling more than 270 days shall disqualify employee for a vacation.

J. Effective March 8, 1965, employees who are not of a regular status and who work an average of twenty-five (25) hours or more per week will be given a paid vacation equal to the hours worked in their anniversary year divided by fifty-two (52).