

## ARTICLES OF AGREEMENT

This Agreement entered into by and between the Ice Cream Department, Safeway Stores, Incorporated, whose business address is 810 East San Antonio Street, El Paso, Texas, party of the first part (hereinafter referred to as the Employer), and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 941 of El Paso, Texas party of the second part (hereinafter known as the Union).

WITNESSETH: For the purpose of promoting and perpetuating friendly relations between the Employer and the Union, and all employees and individuals covered by this Agreement, and to establish fair and equitable working conditions and also conditions of employment, the following Agreement is entered into:

### ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Union as the sole collective bargaining agent for employees of the Employer in jobs specified in Article 16 at the El Paso Safeway Ice Cream Plant located at 810 East San Antonio Street. When the Employer needs additional employees, he shall give the Union equal opportunity with all other sources to provide suitable applicants but the Employer shall not be required to hire those referred by the Union.

### ARTICLE 2 - CHECK-OFF

The Employer agrees to a check-off of Union membership dues consisting of monthly dues, initiation fees, and uniform assessments for all Union members covered by this Agreement, provided that the Union delivers to the Employer a written authorization signed by the employee irrevocable for one year or expiration of this Agreement whichever shall occur sooner. The Union shall certify to the Company in writing each month a list of its members working for the Employer who have furnished the Employer such authorization, together with an itemized statement of dues, initiation fees, and uniform assessments owed, to be deducted for such month from the pay of such members. The Company shall deduct and remit to the Union in one lump sum the amount so certified in respect to each member from the first pay check of such member, following the receipt of such certification of statement and within seven (7) days following such deduction, remit the same to the Union. Check-off procedure and timing may be worked out locally.

The Union will hold the Employer harmless for any actions resulting from the application of this Section.

### ARTICLE 3 - INSPECTION PRIVILEGE

It is agreed that for the purpose of carrying out the terms of this Agreement and contacting the employees regarding Union affairs, the Union secretary or his designated representative shall have the right to enter the Employer's establishment during business hours after making his presence known to management. There shall be no conference meetings between the employees and Union representatives that will in any way interfere with the Employer's normal flow of work.

#### ARTICLE 4 - MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to hourly rates of pay, holidays, and vacations now in effect by the Employer which provide more favorable conditions to the employee shall not by the adoption of this Agreement be made less favorable to the employee during the life of this Agreement except by negotiations or governmental decree. It is further agreed by the Union and the Employer that any voluntary benefits which are now in effect or may in the future be put into effect, other than the above specified, shall only be continued by option of the Employer.

#### ARTICLE 5 - PLANT MANAGEMENT AND DIRECTION OF PERSONNEL

The operation of the plant and the direction of the personnel employed therein, including the right to lay-off, transfer, promote, demote, and discharge employees shall be vested exclusively in the Employer, provided, however, that such rights shall, in no event, be exercised as to discriminate against any employee or the Union and provided, further, that in lay-offs, rehiring, and promotions the principle of seniority shall prevail, qualifications and ability to perform work as required being equal.

#### ARTICLE 6 - DISCHARGE AND WARNING LETTER

It is mutually agreed that the Employer reserves the right to discharge or suspend any employee for sufficient and just cause, which shall include violations of posted Company rules. Notwithstanding the foregoing, the Employer shall have the right to discharge, without cause, any employee during the first ~~sixty~~ (60) consecutive work days or the equivalent hours of his or her employment if said employee is not satisfactory to the Employer. The Union will be sent a copy of posted Company Rules as they are posted.

The Employer shall not discharge or suspend any employee without just cause and shall give at least a verbal warning and a written warning notice of said complaint against the employee, to the employee in writing, and a copy of the same to the Union, except that no warning notice need be given before he is discharged or suspended if the cause of such discharge or suspension is dishonesty, drunkenness or being under the influence of intoxicating beverages, narcotics or dangerous drugs while on duty, carrying unauthorized passengers on a Company vehicle, recklessness resulting in serious accident while on duty, refusal to comply or assist in the operation or services of the Employer when reasonable requests are made by supervisory personnel, which are not in conflict with the provisions of this Agreement, and inability to pass a physical examination prescribed by governmental requirements.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice.

#### ARTICLE 7 - SENIORITY AND SEVERANCE NOTICE

Seniority shall be defined as length of continuous service without a break. A break in seniority shall result from:

- (1) Discharge
- (2) Voluntary Quits
- (3) Lay-off of more than twelve (12) months; or leave of absence of more than twelve (12) months
- (4) Unauthorized leaves of absence

After twelve (12) months' of continuous service, any employee laid off by the Company for lack of work shall be given one (1) week notice in writing with a copy to the Union or, in lieu thereof, one (1) weeks pay. No employee shall quit his job without giving the Company one (1) week notice unless the job is filled in less than one (1) week.

In cases where new or additional employees are needed, the Employer agrees if there are former employees on lay-off, to give these employees the first consideration for the job when they have the necessary ability and qualification to perform the work as required.

Recall will be by certified letter, with a copy to the Union, or verified telephone call. Recalled employees must report to work within seventy-two (72) hours of receipt, or as otherwise directed, or they shall be deemed to have quit. Telephone calls will be verified by the steward or alternate, with a note to the Union stating the time, date, witnesses, and who called.

#### ARTICLE 8 - MILITARY LEAVE CLAUSE

Employees enlisting or entering the military or naval service of the United States pursuant to the provisions of the Selective Service Act of 1948 shall be granted all rights and privileges provided by the Act.

#### ARTICLE 9 - EXTRA CONTRACT AGREEMENTS

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

#### ARTICLE 10 - PROTECTIVE CLOTHING

The Company will furnish and maintain protective clothing consisting of parkas, gloves, rubber boots, and overshoes as needed.

#### ARTICLE 11 - LAUNDRY

In any case where employees are required to wear specific uniforms, the original cost and all laundry or cleaning of such uniforms shall be paid by the Company.

#### ARTICLE 12 - WORK WITHIN THE BARGAINING UNIT

Supervisory employees will not perform work ordinarily performed by employees covered by this Agreement except in the following cases:

- (1) In case of emergency
- (2) In case of sickness or injury of an employee
- (3) In cases where the Employer must train employees

#### ARTICLE 13 - VACATIONS

All regular employees who have completed one (1) year of continuous employment with the Company shall be allowed a vacation of one (1) week with full pay and a like vacation after each succeeding year of continuous service.

All regular employees who have completed three (3) years of continuous service with the Company shall be allowed a vacation of two (2) weeks with full pay and a like vacation after each succeeding year of continuous service.

All regular employees who have completed five (5) years of continuous service with the Company shall be allowed a vacation of three (3) weeks with full pay and a like vacation after each succeeding year of continuous service.

All regular employees who have completed fifteen (15) years of continuous employment with the Company shall be allowed a vacation of four (4) weeks with full pay and a like vacation after each succeeding year of continuous employment.

All regular employees who have completed twenty (20) years of continuous employment with the Company shall be allowed a vacation of five (5) weeks with full pay, and a like vacation after each succeeding year of continuous employment.

If a holiday occurs during a vacation, the employee will receive pay in lieu for that holiday.

The Company agrees to continue its' practice of a January 1 eligibility (selection) date for vacations.

In order to qualify for a full vacation, an employee must work at least eighteen hundred (1800) hours in any such yearly period. Vacation pay shall be determined on the basis of a forty (40) hour week times the employee's regular hourly rate. Regular full time employee's, after one (1) year's service, who work less than eighteen hundred (1800) hours shall have their vacations prorated on the number of hours actually worked and based on the vacation benefits they received on their preceding anniversary date.

The Employer shall pay the employee the vacation accrued during the employee's anniversary year either prior to taking the vacation or on the employee's anniversary date, but the Employer shall not be obligated to make the vacation pay before the employee's anniversary date.

Extra or part-time employee's shall receive vacation benefits on the basis of hours worked. The first week's vacation is to be paid after an employee has worked 2,080 hours. After an employee is eligible for the first week's vacation, subsequent vacations shall be prorated based on the number of hours worked from anniversary date to anniversary date.

The Employer shall schedule vacations consistent with the efficient operation of the Company's business with due regard to the desires and preferences of the employee.

Seniority shall prevail relative to choice of time when vacations shall take place. Any employee who previous to the execution of this Agreement has been receiving vacation periods greater than herein specified, shall not suffer a reduction of same.

#### ARTICLE 14 - HOLIDAYS

Regular full time employees who have been in the continuous service of the Employer for sixty (60) consecutive days shall receive a day's pay for which no work shall be performed, for the following

holidays regardless of the day on which the holiday occurs. When a holiday occurs on Sunday the following Monday shall be observed.

New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
July 4th	Employee's Birthday
*Floating Holiday	

Employees with one (1) or more years of service shall be granted a floating holiday each year. The day selected by the employee shall be given to the Employer in writing two (2) weeks in advance. The Employer shall not be required to grant the floating holiday in a holiday week. The Company shall have the right to limit the number of employees off at any one time.

In the event employees are required to work on New Year's Day, Labor Day, Thanksgiving Day, Easter, Christmas Day, Employee's Birthday, or Employee's Floating Holiday, or any day celebrated in lieu thereof, shall be paid time and one-half (1½) the regular rate of pay for work performed in addition to compensation as provided in the first paragraph of this Article.

Each employee shall give the Employer notice of his/her birthday at least two (2) weeks prior to the week in which the birthday occurs.

Such birthday holiday shall be enjoyed by the employee on the actual date of his/her birthday or on another day mutually agreeable to the employee and the Employer during the week preceding, the week of, or the week following the actual week of the employee's birthday.

If the employee's birthday falls on a day which is otherwise considered as a holiday, he/she shall receive an additional day off for the birthday in addition to the holiday on which it falls.

Any regular full time employee required to work on a holiday shall be guaranteed not less than eight (8) hours work or pay in lieu thereof.

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

In a holiday week, the holiday shall not be counted in computing hours for the purpose of overtime after forty (40); however, all time worked over forty (40) hours shall be paid for at the rate of time and one-half (1½) the employee's regular rate of pay except there shall be no pyramiding of overtime hours in the computing of overtime pay.

#### ARTICLE 15 - SAVINGS CLAUSE

In the event any Article and/or Section of this Agreement is found to be contrary to or in conflict with any obligations imposed by State or Federal Law, then that Article and/or Section shall be automatically considered amendable and shall be renegotiated for the purpose of an adequate replacement to conform with the provisions of the enacted law, provided such law is specifically applicable to this Agreement and, except to such changes, all provisions of this Agreement shall remain in full force and effect, unchanged.

ARTICLE 16 - CLASSIFICATIONS AND WAGE RATES

The minimum wage scales shall be paid Plant employees by classification as outlined below:

<u>Classification</u>	<u>Eff.</u> <u>5/3/82</u>	<u>Eff.</u> <u>5/2/83*</u>	<u>Eff.</u> <u>5/7/84*</u>
Class A. - Working Foreman Lab Technician	\$7.76	.35¢	.40¢
Class B. - Pasteurizer, Mix Maker, Freezer Operator, Clean-Up	7.46	.35¢	.40¢
Class C. - Hardening Room Employees, Shipping & Receiving	7.31	.35¢	.40¢
Class D. - All present employees not classified in the above jobs shall be known as General Help	7.21	.35¢	.40¢

\* - Plus COLA

Summer replacement rate shall be \$1.00 per hour below scale, for temporary help hired to work from April 15th to September 1st.

Cost-of-Living Adjustment - See Appendix "A"

ARTICLE 17 - WORK WEEK AND OVERTIME

Forty (40) hours shall constitute the basic ~~full~~ time work week to be worked in four (4) or five (5) days. Ten (10) hours shall constitute a basic day's work in a four (4) day work week, while eight (8) hours shall constitute a basic day's work in a five (5) day work week, with time and one-half (1½X) paid for hours worked over the basic requirement.

A five (5) day work week will be Monday through Friday.

A four (4) day work week will be Monday through Thursday; or Tuesday through Friday.

The Employer shall post the work schedule showing start times, and days off, on Wednesday of each week for work schedules the following week.

All employees shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof when called to work, provided the employee is available and able to work the required work schedule.

Employees shall be notified of any change in the schedule on the preceding day except in cases of emergency.

Time and one-half (1½X) the regular rate of pay shall be paid for all work performed in excess of forty (40) hours in any one work week. All work performed by regular full time employees on their fifth (5th), sixth (6th), or seventh (7th) day in a work week shall be paid at the rate of time and one-half (1½X) the regular rate of pay. Employees will not be required to work more than ten (10) hours per day except in case of an emergency.

Plant employees shall be paid a premium of ten cents (10¢) per hour for all regular straight-time hours worked between 6:00 P.M. and 6:00 A.M.

Any employee performing work in any one hour within two or more classifications, one of which is a higher classification than his regular assigned classification, shall be paid for the hour at the higher classification rate of pay, subject to a minimum of one (1) hour. Work performed in a classification lower than his regular assigned classification shall be paid for at his regularly assigned classification rate.

#### ARTICLE 18 - COMPENSATION CLAIM

The Employer agrees to carry compensation insurance and to exert all possible means to obtain prompt payment of injury compensation claims by the compensation carrier.

#### ARTICLE 19 - SICK LEAVE/GROUP INSURANCE

The Company policy on sick leave and Group Insurance shall apply for all employees coming under the jurisdiction of this Agreement. Sick leave is to be increased to the current level of twelve (12) days per year.

#### ARTICLE 20 - DENTAL INSURANCE

The Company's Dental Plan shall be in effect for all full time employees that are covered by the Company's Group Insurance Plan.

Regular full time employees shall be covered by the Dental Plan in accordance with the Company's policy.

#### ARTICLE 21 - GRIEVANCE AND ARBITRATION

##### Section 1 - Filing Grievances

Should any difference, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, such matters must be taken up within ten (10) days of the alleged grievance and an earnest effort shall be made by both parties to settle the matter promptly through the following steps:

STEP 1. By conference between the aggrieved employee, the Shop Steward and/or the Business Agent and the Supervisor. If the dispute is not adjusted the Supervisor will be required to give his information and answer to the Union within fifteen (15) days.

STEP 2. By conference between the Shop Steward and/or Business Agent and the Plant Manager.

STEP 3. By conference between the Business Agent and the Industrial Relations Branch Manager.

In the event the last STEP fails to settle the grievance, it may be referred to arbitration.

##### Section 2 - Appeal to Arbitration

The Federal Mediation and Conciliation Service shall be requested to furnish a list of arbitrators. The party requesting the arbitration shall strike the first name and the other party shall strike the next name alternately until only one name remains, then this one whose name remains shall be the neutral arbitrator.

Both parties agree to diligently see to it that the case proceeds to arbitration within thirty (30) days.

### Section 3 - No Strikes

It is agreed that during above procedure there shall be no lockouts, strikes or stoppages of work.

### Section 4 - Decision of the Arbitrator

The decision of the arbitrator shall be final and binding on both parties; however, the Arbitrator shall be limited to the interpretation of the Agreement and shall not be vested with the power to change, add to, modify or alter the terms of the Agreement. Failure of either party to comply with the Arbitrator's award or failure to meet or failure or refusal to submit to the grievance procedure, in accordance with the Sections above, shall provide the other party the right to all economic or legal recourse.

### Section 5 - Expense of the Arbitration

The cost and expenses of the Arbitrator shall be shared equally by the parties.

## ARTICLE 22 - NON-DISCRIMINATION

The Company and the Union agree that each will comply with applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such persons race, religion, national origin, sex or age.

## ARTICLE 23 - PRE-EMPLOYMENT TESTING

Applicants for employment shall not be required to take polygraph tests.

## ARTICLE 24 - JURY DUTY PAY

An employee required to serve on jury duty shall be compensated by the Employer for the difference between the jury duty fee and his regular rate of pay for each day he does jury duty during his scheduled work day. It is understood that the employees excused from jury duty on any work day shall work as much of the shift as possible.

## ARTICLE 25 - STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list.

## ARTICLE 26 - PROTECTED ACTIVITIES

Immunity from discharge or discipline is granted to individual employees for their failure to cross or to work behind a picket line where the picketing is limited to:

- A. Protected activities engaged in by the employees covered by this Agreement against their own Employer, and

- B. Activities against another Employer who has been struck by his own employees, where the strike has been ratified or approved by their representative whom the Employer is required to recognize under the Act (National Labor Relations Act.)

#### ARTICLE 27 - REST BREAKS

All employees shall be granted a ten (10) minute coffee break approximately half way through the first half of their shift (4 hours) and a ten (10) minute coffee break approximately half way through the second half of their shift (second 4 hours). Such coffee breaks shall be taken without loss of pay and the employee shall not be required to make up such time.

All employees who are scheduled to work a ten (10) hour shift shall be granted a ten (10) minute coffee break after eight (8) hours of work. Such coffee break shall be taken without loss of pay and the employee shall not be required to make up such time.

#### ARTICLE 28 - PERISHABLE MERCHANDISE

In the event picketing or any other economic activity by the Union or any other Union occurs at the Employer's premises, the Union hereby agrees that it will instruct its members to move, transport and otherwise handle, at the Employer's direction, all perishable commodities for storage for a period of up to seventy-two (72) hours after such picketing or other economic activity commences.

#### ARTICLE 29 - FUNERAL LEAVE

When a regular full time employee is absent from work on a scheduled work day for the purpose of arranging for or attending the funeral of a member of his immediate family, the Company will pay him for a day's pay at his basic rate for each day of such absence, up to a maximum of three (3) days, provided that:

- (1) The employee is on the current payroll on the date of the death of the member of his immediate family, and,
- (2) The employee notifies his supervisor of the purpose of his absence not later than the first day of such absence, and,
- (3) No payment will be made for any day of absence which is later than the day of such funeral, except where substantial travel time is required to attend such funeral, and,
- (4) The employee, when requested, furnishes proof satisfactory to the Company of the death, his relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral.

For the purposes of this Section, a member of an immediate family means only the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law and grandchildren.

ARTICLE 30

A supervisor shall not assign an employee from one bargaining unit work assignment to another, for capricious or arbitrary purposes, such as the supervisor desiring to perform the vacated bargaining unit work assignment himself or herself.

ARTICLE 31 - EXPIRATION AND RENEWAL

This Agreement shall be in effect from May 3, 1982 through May 6, 1985 inclusive, and shall be considered as automatically renewed from year to year thereafter unless either party desiring to terminate or alter same shall give written notice to the other party not less than sixty (60) days prior to May 6, 1985 or any year thereafter. If such notice is not given, the Agreement stands renewed for the following year.

Signed:

ICE CREAM DEPARTMENT  
SAFEWAY STORES, INCORPORATED

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Signed:

LOCAL UNION NO. 941, AN AFFILIATE  
OF THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF AMERICA

By \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX "A"

Cost-of-Living Adjustment

All employees covered by this Agreement shall receive cost-of-living adjustments.

Such adjustments in the hourly rates of pay shall be made on the basis of one cent (1¢) for each full .45 point increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All items) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100).

Using the May 1981 Index as the base, the hourly rates of pay shall be adjusted effective May 2, 1983 by one cent (1¢) for each full .45 point increase that the May 1982 Index exceeds the Base Index of May 1981. The adjustment in hourly rates effective on May 2, 1983 will be limited to a maximum of twenty cents (20¢) per hour and a minimum of ten cents (10¢) per hour.

Using the May 1982 Index as the base, the hourly rates of pay shall be adjusted effective May 7, 1984 by one cent (1¢) for each full .45 point increase that the May 1983 Index exceeds the Base Index of May 1982. The adjustment in hourly rates effective on May 7, 1984 will be limited to a maximum of twenty cents (20¢) per hour and a minimum of ten cents (10¢) per hour.