

OCT 12 1965

DISCOUNT STORE CONTRACT

NEW MEXICO

AND

RETAIL CLERKS UNION NO. 1564

CHARTERED BY

RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO

Effective: July 15, 1965 to July 15, 1966

A G R E E M E N T

THIS AGREEMENT is entered into and is effective on this 15th day of July, 1965 between Furr's, Inc. Doing Business as Big Value Discount referred to hereinafter as the "EMPLOYER", and the RETAIL CLERKS UNION NO. 1564, chartered by the RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, referred to hereinafter as the "UNION."

It is the intent and purpose of the Employer and the Union to promote and improve labor-management relations between them and to set forth herein the basic terms of agreement covering wages, hours, and conditions of employment to be observed in the retail establishment.

In consideration of mutual promises and agreements between the parties hereto, and in consideration of their mutual desires in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE I

BARGAINING UNIT

The Employer recognizes the Union as the sole collective bargaining agency for all employees at the Employer's Retail Store in Bernalillo County New Mexico, EXCLUDING jewelers, watch repair men, office and clerical employees, guards, professionals, employees presently covered by other collective bargaining agreements, and supervisory employees as defined by the Labor-Management Relations Act.

ARTICLE II

COUNTER AGREEMENT. The Employer agrees not to enter into a counter-agreement of contract with its employees subject to the jurisdiction of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE III

UNION SECURITY CLAUSE

Section (a). 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 day 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 and 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.

Section (b). The Union agrees to hold the Employer harmless from any liability which may arise from the application at the request of the Union of this provision.

Section (c). For the purpose of section (a) above, the executive date of this Agreement shall be considered as its' effective date.

Section (d). Preference in employment to be given permanent residents of the Local area, who have local selling and clerical experience.

Section (e). The Employer agrees to notify the Union in writing within one (1) week, from the date of the employment of any employees, subject to this Agreement, of the name of such employee, address, social security number, date of birth, classification, store employed and date of employment. The Union shall furnish forms for the above section, upon request from the Employer.

ARTICLE IV

DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES:

(a). Discharge for cause. (1). The Employer shall have the right to discharge any employee for just cause, such as dishonesty, incompetency, intoxication unbecoming conduct or failure to perform customary and usual clerks work as required.

(b). Any employee who is discharged shall be informed at the time of discharge, of the immediate cause of discharge. Employees who are discharged for failure to perform work as normally required shall first have had a prior warning, in writing of a related or similar failure to perform work as normally required with a copy sent to the Union. The Employee shall be requested to initial such notice, but initialing shall in no way constitute agreement with the contents of the notice.

(c). Union Principles: The Employer shall not discharge or discriminate against any employee for upholding Union principles.

(d). Seniority in lay-offs: Except as specified herein, in terminating the employment of employee, other than for just cause, and where skill and ability are equal, the Employer agrees to abide by the seniority rule, which means the length of employment, and that the employment of the last employee employed by the Employer shall be the first to be laid off.

(e). Reinstatement. The last employees (s) laid off, by reason of slackening of business, shall be given the first opportunity to reinstatement in the former position, if said employee presents himself for work within thirty-six (36) hours excluding Saturday and Sunday, from the receipt of the Employer's notice. Failure of such employee to present himself within said thirty-six (36) hours shall cancel his seniority.

(f). An employee who has been reduced to part-time employment shall be offered the first full-time job that opens in the store in which he is employed.

(g). A part-time employee shall have the right to claim a part-time position with more hours, when one becomes available in the store in which said employee is employed, based on seniority over other part-time employees, where skill and ability are equal.

(h). Where skill and ability are equal part-time employees in accordance with their established seniority within their respective seniority group in each individual store shall be offered all unscheduled part-time work available in his or her classification up to and including forty (40) straight time hours per week. The employee must be available for a period of four (4) hours of straight time work in order to exercise this provision.

(i). When an employee's employment is voluntarily reduced from full-time to part-time his part-time seniority is dated from the original date of hiring. When a part-time employee is promoted to full-time, his full-time seniority dates from his latest assignment to full-time work.

(j). It is understood that termination for lay-offs, shall occur only at the end of an employee's weekly schedule.

(k). Termination payment. An employee who quits or is terminated for any reason shall be paid promptly all monies due.

(l). Age, sex, or color shall not be grounds for the termination of an otherwise qualified employee, as long as those factors do not nullify paragraph (a), nor any of the other provisions of this Article.

(m). If an employee feels that he has been unjustly discharged, he shall have the right to appeal to the Arbitration and Grievance procedure as provided for in Articles 17 and 18 of this Agreement. The Union must file complaint in writing with the Employer within seven (7) days after discharge.

ARTICLE V

CONTRACT ENFORCEMENT: Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

ARTICLE VI

SHOP VISITATION. Business Agent's Visit. Authorized representative of the Union shall be permitted to visit the store, regarding Union matters during working hours, such visits shall not unreasonably interfere with the conduct of the Employer's business. The Employer agrees the Union may appoint a Shop Steward. Time taken for such an interview in excess of ten (10) minutes for each employee shall not be on company time.

ARTICLE VII

UNION SHOP CARD

The Union agrees to loan the Employer a Union Store Card, the property of and issued by the Retail Clerks International Association, for each retail store covered by this Agreement, and such card shall be displayed in a prominent place in each store and shall remain the property of the R.C.I.A. and must be surrendered to the Union upon written demand at any time.

ARTICLE VIII

RIGHT OF MANAGEMENT. The management of the Company and the directions of the working force, including the right to plan direct and control retail operations to hire, layoff or relieve employees from duties, to maintain the discipline and efficiency of the employees and to require employees to observe company rules and regulations, demote or discharge employees for cause, are to be the sole right to, and function of the Employer.

The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer therefore, retaining all rights not otherwise specifically covered in this Agreement.

The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

ARTICLE IX

WORKING HOURS AND OVERTIME

(a). Full-time employees are defined as those employees who work as retail clerks, five (5) eight (8) hour days, forty (40) hours per week.

(b). Part-time employees are defined as those employees who work as retail clerks but who work less than forty (40) hours work week.

(c). Work-Week: The work week shall be Sunday through Saturday. For full-time employees, eight (8) hours shall constitute a day's work and forty (40) hours, consisting of any five (5) eight (8) hour days out of seven (7) shall constitute a regular week's work.

(Article IX, Working Hours and Overtime, continued)

Section (d). Overtime: All work performed in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any one work week, shall be deemed overtime and paid for at the overtime rate of time and one-half the employee's regular rate of pay. There shall be no pyramiding of overtime and/or premium pay. Hours paid for but not worked shall not be counted in computing weekly overtime.

For all hours actually performed taking inventory before and after the regular store hours.

For all time spent in Store meetings outside of the employee's regular straight time workday.

Employees will not be required to take time off in lieu of overtime hours worked.

Section (e). Full-time employees who are called to work and report for work on their day of rest shall receive four (4) hours' work or (4) hours' pay at the applicable hourly rate.

Section (f). Part-time employees who are scheduled to report for work and work shall receive four (4) hours' work or four (4) hours' pay at their straight time hourly rate of pay.

Section (g). Regular Work Day: The regular day's work for all employees shall be worked within nine (9) consecutive hours and all employees shall receive one (1) hour for lunch at approximately the middle of the working shift.

Section (h). Ready for Work: All employees shall report for, and be ready for work at their scheduled starting time. The term "ready for work" shall include appropriate or required dress.

Section (i). Rest Period: All employees will receive two (2) fifteen (15) minute rest periods as near the middle of the first half of the shift and the middle of the second half of the shift as possible. Said rest periods are to be designated by the Employer.

Section (j). Part-time Employees: When the employees are scheduled to work at least four (4) hours, they will receive a fifteen (15) minute rest period as near the middle of the four (4) hours as possible.

Section (k). In the event they work in excess of four (4) hours, they shall be allowed one (1) continuous uninterrupted hour for lunch period after they have completed four (4) hours work.

There shall be no broken shifts except in cases where the part-time employee is a (school student), and the Union and the Employer agree thereto.

ARTICLE X

VACATIONS. All regular full-time and regular part-time employees coming under the jurisdiction of this Agreement who have been employed for a period of twelve (12) consecutive calendar months, shall have earned a vacation period of one (1) uninterrupted calendar week. After thirty-six (36) consecutive calendar months, they shall have earned a vacation period of two (2) uninterrupted calendar weeks. Effective January 1, 1960, after fifteen (15) years' of continuous service, they shall have earned a vacation period of three (3) uninterrupted calendar weeks.

VACATION PAY. Regular full-time employees who are eligible for one (1) week's vacation, will receive one-fifty-second (1/52) of their compensation received for the twelve (12) month period immediately preceding the vacation period; for two (2) weeks' vacation, full-time employees shall receive one-twenty-sixth (1/26) of their compensation received for the twelve (12) month period immediately preceding the vacation period; and for three (3) weeks' vacation, full-time employees shall receive three-fifty-seconds (3/52) of their compensation received for the twelve (12) months period immediately preceding the vacation period.

Regular part-time employees who are eligible for one (1) week's vacation will receive one-fifty-second (1/52) of their compensation received for the twelve (12) month period immediately preceding the vacation period; for two (2) weeks' vacation, part-time employees shall receive one-twenty-sixth (1/26) of their compensation received for the twelve (12) month period immediately preceding the vacation; and for three (3) weeks' vacation, part-time employees shall receive three-fifty-seconds (3/52) of their compensation received for the twelve (12) month period immediately preceding the vacation period.

The vacation period shall be designated by the Employer and each regular employee shall be personally notified not less than four (4) weeks prior to the beginning date of such vacation period.

Employees whose services are terminated and who have earned and are eligible for a vacation in accordance with the above provisions, shall receive pay for such vacation whether it be one, two or three weeks, depending upon his eligibility for such vacation.

ARTICLE XI

	7-15-65 Per Hour	Per Week
Department Heads (40 hour week)	\$2.60	\$104.00

Soft Goods, Post Office Clerks, Candy & Tobacco, Cosmeticians,
Camera, Lay-a-way, and Jewelry:

Experience

	Per Hour	Per Week
1st 6 months	\$1.445	\$57.80
2nd 6 months	1.50	60.00
3rd 6 months	1.575	63.00
4th 6 months	1.66	66.40
Thereafter	1.715	68.60

** In addition to the guaranteed base given above, the commission granted by the manufactures of the cosmetics will be passed along in full to the Cosmetician.

GENERAL MERCHANDISE: (Drugs, Houseware, Toys, Stationery)

1st 6 months	1.75	70.00
2nd 6 months	1.80	72.00
3rd 6 months	1.875	75.00
4th 6 months	1.925	77.00
Thereafter	2.05	82.00

Sporting Goods, Hardware & Paint, Large Appliances, and Deliveryman:

1st 6 months	1.825	73.00
2nd 6 months	2.025	81.00
3rd 6 months	2.10	84.00
4th 6 months	2.175	87.00
Thereafter	2.275	91.00

Soda Clerks:

1st 4 months	1.15	46.00
2nd 4 months	1.20	48.00
3rd 4 months	1.25	50.00
4th 4 months	1.30	52.00
Thereafter	1.35	54.00

(Article XI, continued)

	7-15-65 Per Hour	Per Week
Soda Fountain Cooks:		
1st 6 months	\$1.42	\$56.80
2nd 6 months	1.475	59.00
3rd 6 months	1.55	62.00
4th 6 months	1.635	65.40
Thereafter	1.69	67.60
Dishwashers:		
1st 520 hours	1.00	40.00
520-1040 hours	1.05	42.00
1040-1560 hours	1.10	44.00
Thereafter	1.15	46.00
Pastry Clerks:		
1st 4 months	1.42	56.80
2nd 4 months	1.475	59.00
3rd 4 months	1.55	62.00
4th 4 months	1.635	65.40
Thereafter	1.69	67.60
Utility Pastry Clerks:		

	7-15-65		9-3-65	
	Per Hour	Per Week	Per Hour	Per Week
1st 4 months	\$1.20	\$48.00	\$1.25	\$50.00
2nd 4 months	1.25	50.00	1.30	52.00
3rd 4 months	1.30	52.00	1.35	54.00
4th 4 months	1.35	54.00	1.40	56.00
Thereafter	1.45	58.00	1.50	60.00

** Two Utility Pastry Clerks will be permitted for every one (1) Pastry Clerk.

Janitors:	\$2.1125	\$84.50
Assistant Janitors:	1.75	70.00

Allowance for home care and laundry of company furnished "drip dry" uniforms is included in the hourly rate of pay given above.

(Article XI, continued)

Employees must actually work the full six (6) or four (4) months period which is respectively (1040) or (693) hours to qualify for the increased rates.

The above schedule of minimum salaries shall be maintained and paid by the Employer during the life of this Agreement.

SUNDAY PAY: Double time, the employee's straight time rate of pay.

Wage statements shall be furnished each payday. Upon termination of employment, the employee will be furnished a statement for final payment. All the employees shall receive their pay weekly.

The Employer agrees to arrange a regular schedule of working hours for all regular employees, specifying the starting and finishing time and days off, a twenty-four (24) hour notice of any change in such schedule shall be given to the employees by the Employer. This does not apply in cases of emergencies.

ARTICLE XII

REGISTER SHORTAGES

Section (a). No employee shall be held responsible for register shortages unless adequate procedures have been established by the Employer, and approved by the Union, through which the employee is allowed to check monies in and out of his assigned register at the beginning and end of each period of work with said register; and provided further that the employee shall have sole access to his assigned register in the interim.

Section (b). No employee shall be required to make good any bad checks cashed, unless said checks are cashed in violation of posted stores rules and regulations.

ARTICLE XIII

NO REDUCTION

No employee who, prior to the execution of this Agreement, was receiving more favorable vacation or pay in excess of that provided herein for the class of work performed, shall have his pay reduced or vacations altered as a result of the operation of this Agreement. Wages paid in excess of the minimum established in the Agreement are to be paid to the individual and not to the job.

ARTICLE XIV

The Employer shall furnish all gowns, aprons, and uniforms and pay for the laundering and upkeep of same. The Union members shall have the right to wear their Union buttons.

ARTICLE XV

CHARITY

The Employer may conduct or handle any campaign or drive for charitable purposes among his employees where the cooperation and contributions of the employees are voluntary.

ARTICLE XVI

HOLIDAYS

(a). Paid Holidays: The Employer agrees that the following days shall be observed as holidays and employees shall be paid therefor as if the holiday was a regular workday.

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

When a holiday falls on a Sunday, the following Monday shall be observed.

(b). It is expressly understood that no employee coming under the terms of this Agreement will be required or allowed to work on Thanksgiving and Christmas calendar days, except in cases of an emergency.

(c). Part-time Employees: All regular part-time employees shall be entitled to holiday pay in accordance with this Article when said holiday falls on their scheduled work day, based on the number of hours regularly scheduled for such employees on such day.

(d). Work schedules shall not be changed for the purpose of avoiding holiday payments.

(e). Requirements: No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular working day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and the 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. Employees shall receive either sick pay or holiday pay, but will not receive pay for both.

(Article XVI, Holidays, continued)

(f). Sunday and Holiday Call In: Regular full-time employees called in to work and who work on Sunday and/or holidays will be given eight (8) hours work.

Employees required to work on Holidays will be paid for the hours worked at their straight-time hourly rate of pay in addition to the holiday pay as provided above.

ARTICLE XVII

GRIEVANCES: Any employee in the bargaining unit who has any alleged grievance, dispute or difference respecting the interpretation, intent or meaning of this Agreement, shall discuss the same within three (3) working days with his Store Manager, with or without the Union representative. If the matter is not settled satisfactorily to the Union, the employee and the Employer, then the alleged grievance, dispute or difference shall be immediately reduced to writing and presented to the General Manager of the Employer by a representative of the Union, within the next four (4) working days after such discussion with Store Manager. In the event an agreement cannot be reached by the Union, the employee and the Employer, with respect to such grievance, then the written grievance, dispute or difference shall be submitted to Arbitration as set forth in Article 18 below, within one (1) week from the date of the discussion between the Union, the employee, and the General Manager.

ARTICLE XVIII

ARBITRATION. In the event that a dispute, difference or grievance respecting the interpretation, intent or meaning of this Agreement cannot be satisfactorily settled between the Union, the employee, and the Employer, there shall be no lockout, strike, stoppage of work or picket and the Employer and the Union shall submit the matter for final decision to a Board of Arbitration to be constituted as hereinafter set forth.

(a). The Employer and the Union shall each select an arbitrator within forty-eight (48) hours, and the two thus chosen shall select a third impartial arbitrator, and the three thus chosen shall constitute the Board of Arbitration to hear and to determine the matter in dispute or controversy, and a finding or award of the said Board shall be final and conclusive upon the parties hereto.

(Article XVIII, Arbitration, continued)

(b). In the event the Board cannot agree upon the selection of an arbitrator within fifteen (15) days from the date or referral of the controversy to the Board the arbitrator shall be selected in the following manner; the Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union, in the order, alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

It is understood and agreed between the parties that the Board of Arbitration, constituted as set forth in item (a) and (b) above shall not have power to add to subtract from or modify and of the terms of this Agreement. The Board of Arbitration shall submit their decision within five (5) days after completion of all testimony and evidence. Each party shall bear the expenses of its own arbitrator but the expenses of the third arbitrator shall be shared equally.

ARTICLE XIX

HEALTH AND WELFARE

On the first of the month following tentative approval by Internal Revenue Service of the TRUST described below the Company shall contribute \$19.50 per month by the twentieth day of the month for each of its employees who on the (1st) day of each month has been employed for three calendar months or more and has averaged (24) hours or more per week for at least four consecutive weeks. Effective October 20, 1965 the Employer shall pay an additional \$4.40 per month thereby making a total payment of \$24.00. Such payments shall be made into a fund known as Albuquerque Area Retail Clerks and Employers Health and Welfare Trusted Fund, which will have for its purpose the providing of health and welfare benefits for eligible employees working for the Employer under the terms and conditions of this Agreement. The nature, type and extent of the health and welfare benefits to be provided shall be such as the Trustees in their discretion shall determine, and which are in accordance with the Trust Agreement.

The Trust Fund is to be jointly administered by an equal number of Trustees representing the Company and the Union.

Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following a layoff or leave of absence of thirty calendar days or more. Contributions to the Trust Fund discontinued as set forth above shall be resumed on the first of the month following return from layoff or leave of absence.

(Article XIX, continued)

In the event a covered employee works less than an average of twenty-four hours per week for eight consecutive weeks, such welfare premium shall be discontinued until such employee again works an average of twenty-four hours or more per week for four consecutive weeks when such welfare premium will be paid without any waiting period.

The Company's welfare plan, life insurance, hospital and surgical-medical insurance, weekly health and accident insurance and sick leave plan shall be discontinued at the time contributions shall begin on the above Health and Welfare. Prior accrued sick leave benefits will be frozen on the above date and employees shall be eligible for past earned benefits under the plan as frozen at that time but no further sick leave shall accrue. Sick leave shall not be paid except for those days not provided for by weekly income benefits which would be paid by the Health and Welfare Plan. Accrued sick leave is not convertible to cash.

ARTICLE XX

LEAVES OF ABSENCE. After one (1) year's service, the following leaves of absence may be granted to the employees:

1. Injury on the job and illness or injury off the job...thirty (30) days which can be extended for a longer period at the discretion of the Employer or upon recommendation of a reputable physician.

ARTICLE XXI

SAVING CLAUSE

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a Court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law both parties shall meet immediately for the purpose of renegotiating an agreement on provisions so invalidated.

ARTICLE XXII

JURY DUTY

(a). Employees required to report for, or serve in jury service on any scheduled workday shall be paid a full basic workday's pay for each day, less any remuneration received by the employee for jury service.

(b). When an employee is excused from jury service, either temporarily or permanently, on any scheduled workday, the employee shall promptly report to complete any remaining hours of his scheduled workday.

ARTICLE XXIII

TERM OF AGREEMENT

(a). This Agreement shall be effective as of July 15, 1965 and shall remain in full force and effect until its expiration date July 15, 1966.

(b). On or before sixty (60) days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification and during such sixty (60) day period, the parties hereto shall meet and engage in such negotiations.

(c). If neither party hereto gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one year terms thereafter.

In the Event that the National Labor Relations Board, or any other administrative or judicial body, determines at any time, and for any reason, that this Agreement does not constitute a bar to filing of representation petition or decertification petition covering employees under this Agreement, the Union may--at its discretion --terminate this Agreement or any portion thereof by serving written notice to the Employer under this Article--irrespective of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties above-named have signed their names and affixed the signature of their authorized representatives on this _____ day of _____ 19 ____.

RETAIL CLERKS UNION NO. 1564
Chartered by the RETAIL CLERKS
INTERNATIONAL ASSOCIATION, AFL-CIO

BY _____
