

JUL 17 1987

#591490  
PWX 2/85

(4)

**Eugene Area  
Grocery, Bakery &  
Non-Food  
Working Agreement  
1985 - 1988**



Serving Oregon and Southwest  
Washington

**United Food & Commercial  
Workers Union Local 555**

P.O. Box 23555  
Tigard, Oregon 97223



X 2/88

### 555 DUES PAYMENT DATES

DUES PAYMENT CARD

DUE DATE	DELINQUENT (Add \$7.50)	SUSPENDED (Off Job)
Jan. 1st	Feb. 10th	Mar. 1st
April 1st	May 10th	June 1st
July 1st	Aug. 10th	Sept. 1st
Oct. 1st	Nov. 10th	Dec. 1st

MEMBERS TERMINATING EMPLOYMENT MUST CONTACT OFFICE FOR WITHDRAWAL CARD IMMEDIATELY.

### LOCAL 555, UFCW

LOCAL 555 OFFICE ..... 684-2822  
OREGON: TOLL FREE ..... 1-800-452-8424  
WASHINGTON: TOLL FREE ..... 1-800-547-0810  
1092 CREDIT UNION ..... 684-9297  
UFCW NORTHWEST CREDIT UNION.... 257-3119  
or 684-1057

EUGENE AREA FOOD, BAKERY AND NON-FOODS CLERKS WORKING  
AGREEMENT

WITH UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 555

February 3, 1985, through February 6, 1988

INDEX

ARTICLE		Page
I	NON-DISCRIMINATION.....	1
II	RECOGNITION AND BARGAINING UNIT .....	2
III	UNION SECURITY .....	2
IV	TRANSFER OF OWNERSHIP .....	3
V	BARGAINING UNIT WORK .....	3
VI	HOURS OF WORK, OVERTIME, PREMIUM RATES .....	4
VII	SENIORITY .....	6
VIII	WAGES .....	8
IX	HOLIDAYS .....	9
X	VACATIONS .....	10
XI	LEAVE OF ABSENCE .....	11
XII	SICK LEAVE .....	12
XIII	FUNERAL LEAVE .....	13
XIV	JURY DUTY .....	14
XV	DISCHARGE .....	14
XVI	EMPLOYEE EVALUATION .....	14
XVII	GENERAL CONDITIONS .....	15
XVIII	HEALTH AND WELFARE AND DENTAL .....	15
XIX	PENSION .....	16
XX	ACCEPTANCE OF TRUSTS .....	16
XXI	SETTLEMENT OF DISPUTES .....	17
XXII	AMICABLE RELATIONS .....	19
XXIII	FREE WORK PROHIBITION .....	19
XXIV	NATIONAL HEALTH LEGISLATION .....	19
XXV	SEPARABILITY .....	19
XXVI	EXPIRATION AND RENEWAL .....	20
	SIGNATURE PAGE .....	20
	SCHEDULE "A" .....	21
	SCHEDULE "B" .....	23
	SCHEDULE "C" .....	25
	MEMORANDUM OF AGREEMENT .....	27
	LETTER OF ADDENDUM .....	28

EUGENE AREA FOOD, BAKERY AND NON-FOODS

CLERKS WORKING AGREEMENT

BETWEEN

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 555

February 3, 1985 through February 6, 1988

THIS AGREEMENT entered into and is effective on the 3rd day of February, 1985, between Eugene Area Employers, referred to hereinafter as the "Employer", and United Food and Commercial Workers Union Local 555, Tigard Oregon, chartered by the United Food and Commercial Workers International Union, 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 by the Employer and the Union.

Therefore, in consideration of the mutual premises and agreements between the parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to the Agreement agree as follows:

ARTICLE I - NON-DISCRIMINATION

- 1.01 The Employer and the Union agree that each will fully with applicable laws and regulations regarding discrimination, and will not discriminate against any employee or applicant for employment because of such person's race, religion, color, national origin, sex or age.
- 1.02 Any reference to gender in this Agreement includes both genders.
- 1.03 Both parties recognize that in all cases of conflict between Title VII and any provision of the contract, or any practice under any provision of this contract, Title VII shall prevail. If the Company is

required by Executive Order 11246, as amended, and Revised Order No. 4, to develop and implement an Affirmative Action Program, and in the event of any conflict between the provisions of such program and any provisions of the contract, or any practice under any provisions of the contract, the Affirmative Action Program shall prevail.

#### ARTICLE II - RECOGNITION AND BARGAINING UNIT

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees in the appropriate bargaining unit herein defined. Bargaining unit shall include all employees within the jurisdiction of United Food & Commercial Workers Union Local 555 covered by the wage schedule and classifications as outlined in Schedules "A", "B", and "C" for all present and future stores of the Employer in Lane County in the State of Oregon.

2.02 None of the provisions of this Agreement shall apply to one store manager in each retail store in which an owner is not actually engaged on the premises, and to one assistant manager; in addition to the above exemptions, in each store where ten (10) or more bargaining unit members are employed, there may be a third exemption. Exempt employees shall not be restricted in the amount of bargaining unit work which they may perform. In addition to the exemptions provided in this paragraph, the Union agrees that upon request, it will give consideration to requests of Employers who are in need of additional exemptions, taking into consideration the working conditions of the individual store, the number of employees supervised, and the square footage of the store involved. Approval of additional exemptions shall be in keeping with the granting of prior exemptions to other grocery retailers in the Eugene area, and where conditions are similar, the granting of additional exemptions shall not be unreasonably withheld.

#### ARTICLE III - UNION SECURITY

3.01 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 (through regular payment of initiation fees and dues) on the effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union through the regular payment of initiation fees and dues to the Union. For the purpose of this Paragraph, the execution date of this Agreement shall be considered as its effective date.

3.02 Upon the failure of any employee to comply with any provisions of Article III, Paragraph 3.01 of this Agreement, the Union may then notify the Employer in writing of such failure. The Employer will not be asked by the Union to discharge any employee for non-compliance with the provisions of Paragraph 3.01 until seven (7) days after the Union has furnished the Employer with notice in writing which contains the following:

a. A statement that the Union has strictly complied with the necessary procedural steps pursuant to the International Constitution and By-Laws in making its demand.

b. A statement that demand for termination is made for no reason other than the employee's failure to pay the dues or initiation fees uniformly required by the Union for membership in the Union, pursuant to the Union security clause.

c. The Union agrees to hold the Employer harmless for discharges made pursuant to this Article.

3.03 The Employer agrees to deliver to each new employee a statement to be furnished by the Union, outlining the Union Security provisions of this Agreement. The Employer agrees to send to the Union a record of the hiring of each new employee within fourteen (14) days of the day the new employee reports to work.

#### ARTICLE IV - TRANSFER OF OWNERSHIP

4.01 In the event of a bona fide sale or transfer of a store covered by this Agreement during the term hereof, the Employer shall give advance notice to the new owner or such transferee of the existence of this Agreement. The former owner shall be responsible for all contributions for health and welfare, dental insurance, pension and proportionate accrued vacation under the terms of this Agreement to the date of sale or transfer.

4.02 In case of change of ownership, the seller will pay all accumulated vacation benefits to the employee or employees up to and including the date of change of ownership. The employees remaining with the new Employer shall be given full credit for length of service in calculating future vacation eligibility.

#### ARTICLE V - BARGAINING UNIT WORK

5.01 No receiving, marking, stocking, or display of merchandise shall be performed by supplier

representatives, salesmen, or other non-employees of the Employer, except that the restrictions of this Paragraph shall not apply to the following persons under the following circumstances:

a. Drivers or driver-salesmen engaged in servicing the store with their own merchandise directly from their delivery vehicles; or to the servicing of bakery products by the supplier, where the bakery products are those products produced in a bakery or bakery plant;

b. Product merchandisers who service the store, working merchandise which has previously been delivered to the store by a driver or driver-salesmen, where that merchandising could properly be performed in sub-paragraph (a) by the driver or driver-salesmen himself;

c. Merchandise resets or revamps, and to the preparation required for store grand openings.

ARTICLE VI - HOURS OF WORK, OVERTIME, PREMIUM RATES

6.01 The basic straight-time work week shall consist of forty (40) hours to be worked in five (5) eight (8) hour days, Sunday through Saturday. The basic straight-time work day shall consist of eight (8) hours to be worked within nine (9) consecutive hours, except for a scheduled, uninterrupted meal period not to exceed one (1) hour, at as near as is practical the middle of the work shift, except that no employee shall be scheduled for more than five (5) hours without a meal period.

6.02 All work performed in excess of eight (8) hours per day and forty (40) hours in the basic straight-time work week shall be compensated for at the overtime rate of pay of time and one-half (1-1/2) the employee's regular straight-time hourly rate of pay.

6.03 When an employee works six (6) days during the basic straight-time work week, time and one-half (1-1/2) the employee's regular straight-time hourly rate of pay shall be paid for the day on which the least number of hours are worked.

6.04 Sunday Premium: All work performed on Sundays between 12:01 a.m. and 11:59 p.m. shall be paid subject to a Sunday premium. Employees so scheduled shall receive in addition to their straight-time hourly rates of pay, \$1.00 for each straight-time hour worked. Container Clerks shall not be eligible to receive Sunday Premium pay.

6.05 In any established work week in which a holiday occurs, the basic straight-time work week shall consist of thirty-two (32) hours, excluding hours worked or not worked on the holiday, for employees who are required to work more than thirty-two (32) hours. Employees who volunteer to work more than thirty-two hours may be scheduled to work up to forty (40) hours per week at the regular straight-time rate.

6.06 It is agreed that the Employer will post work schedules for employees by Thursday noon before the start of the work week. The work schedule, made out in ink, will include the name of the employee, starting time, ending time and days off. It is understood that established work schedules may be changed by unexpected developments such as illness of employees, accidents, reduction in business, Acts of God, etc. No employee shall be required to work a split shift.

6.07 Employees other than Container Clerks shall be guaranteed work for four (4) hours, or pay in lieu thereof, on each day that they report to and remain available for work as scheduled, provided that they are available for four (4) hours' work. The provisions set forth in this Paragraph shall not apply when an employee is unable to work the scheduled hours, or in the event that the Employer's operations cannot commence or continue when so recommended by civil authorities, or public utilities fail to supply electricity, water, or gas, or other such services, or the interruption of work is caused by an Act of God or other emergency, or work ceases to be available due to emergencies beyond the control of the Employer.

6.08 Employees shall be entitled to uninterrupted rest periods as follows:

a. Employees working more than a six (6) hour day shall be given two (2) ten (10) minute uninterrupted rest periods during the work per day; one in the first part of the work day and the other in the second part of the work day.

b. Employees working more than four (4) hours up to six (6) hours in a work day shall receive one (1) ten (10) minute rest period during such working period.

c. Rest periods shall not be scheduled in connection with a lunch period or at the end of a shift.

6.09 Premium Hours. Premium rates of pay set forth herein shall apply to all work performed by



employees during premium time hours, as follows:

a. Holidays: Employees eligible for holiday pay who work on holidays shall receive their holiday, pay plus time and one-half (1-1/2) for the hours worked. An employee who works on the holiday shall not be required to take another day off in lieu of the holiday.

b. Evening Premium. All work performed after 7:00 p.m. and before 7:00 a.m. shall be paid for at thirty-five cents (\$.35) per hour premium, in addition to the regular hourly rate of pay. Premium pay in addition to overtime pay shall not be required.

6.10 There shall be no pyramiding or compounding of overtime and/or premium pay.

6.11 Employees required or requested by the Employer to attend promotional sales meetings, training meetings, or other store business meetings, shall be paid at the straight-time hourly rate for time actually spent in such meetings. Attendance at a store meeting shall not constitute a shift of work. The provisions of Paragraphs 6.02, 6.03, 6.06, 6.07 shall not be applicable to time spent in store meetings. There shall be a limit of four (4) store meetings at any location in any calendar year.

#### ARTICLE VII - SENIORITY

7.01 It is the intent of the parties to maintain a ratio wherein not more than twenty percent (20%) of the total man hours scheduled or worked in an individual store by members of the bargaining unit shall consist of beginner Apprentice Clerks; this does not apply to Courtesy Clerks.

This ratio shall be maintained among members of the bargaining unit within each Company, in conformance with the above Paragraph. Nothing in this Article shall require wage escalation of employees more rapidly than actual experience. The above ratio shall not be considered in new stores for the first sixty (60) days of operation.

7.02 Seniority shall be defined as length of continuous employment with the Employer. Seniority shall be applied on an individual store basis by classification. Seniority, as defined above, shall apply in the reduction of the number of the number of employees in the same classification in a store performing comparable work, providing qualifications, ability and availability are equal. Employees shall be recalled to work in the reverse order of layoff, subject to the same conditions outlined

elsewhere in this Paragraph.

7.03 No employee who has acquired seniority shall lose seniority by reason of absence due to injury on the job, not to exceed twelve (12) months. Otherwise, employees shall lose all previous seniority, and their employment relationship shall be terminated for the following reasons:

- a. Voluntary quit;
- b. Justifiable discharge;
- c. Failure to return to work after a temporary absence;
- d. Layoff for a period of sixty (60) days or more; provided that for employees who have been employed for two (2) or more years, this period shall be extended to ninety (90) days;
- e. Failure to return to work in accordance with the terms and provisions of an authorized leave of absence;
- f. Failure to return to work when recalled from layoff.

7.04 It is the desire of the Employers and the Union to provide full-time employment in the Retail Food Industry for as many employees as is practical within the range of sound employment practices, which these parties wish to maintain under this Agreement. It is not the intent of the Employer, by the adoption of this Article, to reduce the hours of the senior employees ahead of junior employees. Part-time employees who are available for work in the store shall be assigned any additional available work, providing the employee is capable and qualified to perform the work available.

7.05 Employees displaced by store closure or sale shall be considered for work at another store in the area of the same Employer, in accordance with their Company seniority prior to the hiring of new employees; provided, however, that the provisions of this Paragraph shall apply only to Employers who continue to operate five (5) or more stores in the area covered by the Agreement after a store closure or sale. Employees transferred to such store within six (6) months prior to closure or sale shall be allowed to return to their former store location in accordance with their Company seniority as vacancies occur. The foregoing shall be limited to six (6) months after store closure or sale. If the operation of the foregoing creates hardship for either party, then the Parties agree to meet, to discuss and attempt to resolve such situation.

7.06 Nothing in this Article shall be construed to require pay for time not worked.

ARTICLE VIII - WAGES

8.01 Wage rates where specified in job classifications shall not be less than those set forth in Schedules "A", "B", and "C", attached hereto, as a part of this Agreement; however, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and may reduce the same to the minimum herein prescribed without the consent of the Union.

8.02 All persons covered by this Agreement shall have at least two (2) regular pay days each month, except that any Employer shall be allowed five (5) days beyond the end of the pay period in which to prepare the payroll. All remuneration shall be in cash or fully negotiable check, showing the rate of pay and the number of hours worked, gross pay, itemized deductions and net pay.

8.03 Prior Experience Credit

a. The parties recognize and agree that the classifications of Journeyman in this Agreement require skill, knowledge, experience and ability which can be acquired only by training and work on the job in a retail food store under the direction and supervision of an Employer. Accordingly, provision is made in this Agreement for advancement through Apprentice classifications on the basis of actual hours worked for the Employer, and the Apprentices will be promoted upon satisfactory completion of the period of employment training set forth in this Agreement.

b. Apprentices: If less than two (2) years have elapsed since last employed in comparable experience, full credit is given; if more than two (2) years, no credit shall be given.

c. Journeyman: If less than two (2) years have elapsed, employee shall be considered to be a Journeyman. If two (2) to three (3) years have elapsed, the employee shall be considered a 4th Step Apprentice; if three (3) to four (4) years have elapsed, the employee shall be considered a 3rd Step Apprentice. If more than four (4) years have elapsed, no credit shall be given.

d. Prior hours of experience must be accurately claimed on the employment application. Comparable experience means having performed a substantially similar kind of work in a similar kind of store in the retail grocery industry. The burden of

providing the proof of previous comparable experience rests solely with the employee. Should the employee fail to provide within forty-five (45) days of date of hire acceptable proof of previous comparable experience, no adjustment shall be necessary.

8.04 For the purpose of computing and crediting experience in the Apprentice wage progression schedule, one (1) month shall be defined as 173-1/3 hours.

#### ARTICLE IX- HOLIDAYS

9.01 The following days shall be recognized as paid holidays for all employees who qualify for holiday pay in accordance with Paragraph 9.04 below:

New Year's Day - January 1st  
Memorial Day - last Monday in May  
Independence Day - July 4th  
Labor Day - 1st Monday in September  
Thanksgiving Day - 4th Thursday in November  
Christmas Day - December 25th

9.02 Employees with one (1) year of continuous service with the Employer shall receive their birthday as a paid holiday. The birthday shall be observed within thirty (30) days of the employee's birthday, on a mutually agreeable day, if not taken on the actual birthday. In the event an employee's birthday falls on the same day as any of the holidays specified in Paragraph 9.01 of this Article, the employee's birthday will be observed on another day, in accordance with the procedure set forth in the previous sentence. By mutual agreement, the employee may receive pay in lieu of a day off for their birthday holiday.

9.03 Qualifying employees who work thirty-two (32) hours or more in a holiday week shall be paid eight (8) hours of holiday pay.

9.04 To qualify for holiday pay, employees must have been on the Employer's payroll for at least six (6) months, must work in the holiday week, and in addition, must work all of their scheduled work days in the holiday week, unless unable to work due to bona fide illness or injury as certified by a physician. In that event, the employee shall receive holiday pay just as though he had worked all scheduled hours and days in the holiday week.

9.05 Part-time employees who have been on the Employer's payroll at least six (6) months, and who work all scheduled work days in the holiday week, except as provided in Paragraph 9.04 above, shall be entitled to holiday pay in accordance with the average hours worked per

week in the four (4) weeks preceding the holiday in question, as follows:

12 - 16 hours	3 hours' pay
16 - 20 hours	4 hours' pay
20 - 24 hours	5 hours' pay
24 - 28 hours	6 hours' pay
28 - 32 hours	7 hours' pay
32 hours or more	8 hours' pay

Part-time employees shall not be laid off for the sole purpose of avoiding holiday pay.

9.06 All employees shall be scheduled on a work shift ending not later than 7:00 p.m. on Christmas Eve.

#### ARTICLE X - VACATIONS

10.01 Vacation is a work-earned benefit. All regular full-time employees, on their first (1st) anniversary date of continuous employment with an Employer, shall be entitled to one (1) week of vacation with pay.

10.02 All regular full-time employees, on their second (2nd) anniversary date of continuous employment with an employer, shall be entitled to two (2) weeks of vacation with pay.

10.03 All regular full-time employees, on their seventh (7th) anniversary date of continuous employment with an Employer, shall be entitled to three (3) weeks of vacation with pay.

10.04 All regular full-time employees, on their fifteenth (15th) anniversary date of continuous employment with an Employer, shall be entitled to four (4) weeks of vacation with pay.

10.05 Vacation entitlement for part-time employees shall be computed on the minimum basis of nine-hundred (900) hours annually to qualify. Paid vacation pay is to be based on average weekly hours for said period, once qualifying entitlement has been met.

10.06 Any employee otherwise eligible for vacation who voluntarily quits, retires, or is permanently laid off due to lack of work, shall be entitled to pro rata vacation pay in proportion to the hours for which the employee has received straight-time compensation in relation to the 2,080-hour industrial year. No employee who has failed to meet the minimum hours requirement of Paragraph 10.05 above shall be entitled to receive pro rata vacation pay under any circumstances.

10.07 When one of the contractual holidays specified in Article IX - Holidays, of this Agreement falls during an employee's vacation period, then at the Employer's option, the employee shall receive either an additional day of vacation or an addition day of pay in lieu thereof.

10.08 The vacation period may be arranged at any time during the year that is mutually agreeable to the Employer and the employee.

10.09 Employees who have earned a vacation on the basis of completed service in accordance with the above provisions of this Article may receive their pay in advance, if requested at least two (2) weeks in advance of their scheduled vacation period. Only two (2) weeks of the three (3) weeks' vacation need to be consecutive, with time off for the third (3rd) and/or fourth (4th) weeks to be by mutual agreement between the Employer and the employee.

#### ARTICLE XI - LEAVE OF ABSENCE

11.01 Regular employees who have worked one (1) year or more for the same Employer may request, and a leave of absence shall be granted, in accordance with the rules and procedures provided herein.

11.02 An employee desirous of a leave of absence shall submit to the Employer, in writing, a request for such leave stating:

- a. The date the leave is to begin;
- b. The reason, to include an explanation of condition in the event the leave is requested for medical reasons, verified by a letter from the attending physician;
- c. Expected date of return to work.

Any leave of absence granted by the Employer shall be in writing and shall include reasons for leave, effective date, and date employee will return to work.

11.03 The following are acceptable reasons for granting an employee an approved leave of absence:

- a. Illness or injury (non-occupational);
- b. Serious illness, injury, or death in the employee's immediate family, not to exceed thirty (30) days;
- c. Pregnancy leave, in accordance with applicable laws;
- d. Other reasons acceptable to the Employer.

11.04 Leaves granted herein, except as provided above, shall not be for a period of time in excess of six

(6) months unless extended by mutual agreement.

11.05 Employees who fail to return to work at the end of a leave of absence, unless extended by mutual agreement in writing, shall be considered as having voluntarily quit.

11.06 Self-employment, or employment elsewhere during an authorized leave of absence shall be considered a voluntary quit with forfeiture of all rights inherent to this Agreement.

11.07 The employee on leave for illness, injury or pregnancy must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties will be required, and must be presented to the Employer by the employee before clocking in for work.

#### ARTICLE ARTICLE XII - SICK LEAVE

12.01 Sick-leave allowance for employees shall be used only for bona fide non-occupational illness or injury. The Employer may require a doctor's certificate or other verification of illness or injury acceptable to the Employer, and if same is required, it shall be presented prior to the employee being returned to the work schedule.

12.02 Any employee found to have abused sick leave benefits by falsification or misrepresentation may be disqualified for sick leave benefits for the absence.

12.03 Each regular full-time employee covered by this contract will earn sick leave at the rate of one-half (1/2) day per calendar month worked, and each regular part-time employee (one who has worked for the Employer one (1) year or more and who averaged twenty-four (24) hours of work weekly for the year immediately preceding his anniversary date of employment) will earn sick leave on a proportion based upon his average hours worked in each month. Earned sick leave shall be cumulative up to fifteen (15) days. Each employee who has been in the service of his Employer for one (1) year or more shall be entitled to use earned sick leave as follows:

Bona fide illness - not hospitalized: Third through seventh day - full day of pay. Eighth through accrued amount - one-half (1/2) day of pay for each of the first five (5) days in each succeeding seven (7) day period.

Bona fide illness - when hospitalized: First day hospitalized through seventh - full day of pay to a

maximum of five (5) days' pay. Eighth day through accrued amount - one-half (1/2) day of pay for each of the first five (5) days in each succeeding seven (7) day period.

Injury - not hospitalized: Third through accrued amount - one-half (1/2) day of pay for each of the first five (5) days in each succeeding seven (7) day period.

Injury - when hospitalized: First day hospitalized through seventh day - one-half (1/2) day of pay to a maximum of five (5) one-half (1/2) days of pay. Eighth through accrued amount - one-half (1/2) day of pay for each of the first five (5) days in each succeeding seven (7) day period.

12.04 Regular part-time employees as defined herein shall be entitled to use earned sick leave on the above formula in proportion to average hours worked.

12.05 Illness or accident extending beyond fifteen (15) days shall be governed by Article XI- Leave of Absence.

12.06 Sick leave pay shall not be paid on the employee's scheduled day off, holidays, vacations, or any other day on which the employee is drawing pay for time not worked, or would not otherwise have worked. Such days shall not be considered working days for the purpose of establishing the date upon which sick leave pay is to commence. The parties recognize that an employee injured on the job is not entitled to sick leave benefits, but rather shall be compensated for occupational injuries through the Worker's Compensation system; therefore, in the event an employee initially receives sick leave benefits in accordance with the provisions of this Article, and subsequently reports the injury or illness as an occupational injury or illness, the Employer shall be entitled to recover any sick leave benefits already paid through payroll deductions or other appropriate means.

#### ARTICLE XIII - FUNERAL LEAVE

13.01 After having been employed six (6) months or more, regular employees shall be granted three (3) days off with pay at the normal daily rate to attend the funeral, during the employee's regularly scheduled hours, of a deceased member of his immediate family. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, present mother-in-law and father-in-law. Should the employee be notified on the job of such death, he will also get the remainder of that day off with pay.



ARTICLE XIV - JURY DUTY

14.01 After their first (1st) year of employment, employees who are regularly employed twenty-four (24) hours or more per week, who are called for jury duty service shall be excused from work for the days on which they serve, and shall be paid the difference between the total amount received for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of eight (8) hours a day and forty (40) hours per week, with a total limit of twenty (20) working days. Nothing in this Article shall have the intent of limiting the amount of time an employee may serve.

14.02 An employee called for jury duty who is temporarily excused from attendance at the court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (1/2) of his normal work day.

ARTICLE XV - DISCHARGE

15.01 The Employer shall be the judge as to the competency and qualifications of his employees, and retains the right to discharge for just cause; provided, however, that no employee shall be discharged or discriminated against for any lawful Union activity, or for reporting to the Union the violation of any provisions of this Agreement; and provided further that any disputes arising over the discharge of any employee shall be subject to the arbitration clause of this Agreement. Before a regular employee is discharged for incompetency or failure to perform work as required, the employee shall be advised and given an opportunity to improve his or her work, except that a warning shall not be required for cash handling irregularities or failure to record sales.

15.02 Employees covered by this Agreement shall not be required to cross a lawful primary picket line recognized by United Food and Commercial Workers Union Local 555; however, in the event of picketing at the Employer's place of business, the Union will give the Employer seventy-two (72) hours written notice of its intent to recognize a picket line that has been established.

ARTICLE XVI - EMPLOYEE EVALUATION

16.01 In order for the Employer to have ample time within which to properly evaluate the performance of an employee, it is hereby agreed that the Employer has sixty (60) days after the initial date of employment within which to evaluate the employee. Within said sixty (60) day period, the Employer may terminate the employee without

recourse.

16.02 The Employer shall not be required to make Health and Welfare contributions on hours worked by employees during the sixty (60) day evaluation period provided in paragraph 16.01 above.

ARTICLE XVII - GENERAL CONDITIONS

17.01 Protective rain jackets shall be provided for any employee required to perform work in the rain.

17.02 The Employer agrees that employees shall not be required to contribute to charity, or any other causes, nor shall quotas be established by the Employer, whether for an individual employee or group of employees, or suggested amount of contributions be made by the Employer. Any contributions which may be made by employees for such purpose shall be purely voluntary.

17.03 Aprons, uniforms, or any special wearing apparel required by the Employer, which is not suitable for street wear, shall be furnished and laundered by the Employer, except for the laundering of drip-dry garments which shall be done by the employee.

17.04 The Employer agrees to cover all employees with Oregon State Compensation Department insurance, or its equivalent.

17.05 Charges for physical examinations required by the Employer shall be borne by the Employer.

17.06 The Union shall have the privilege of posting notices of Union meetings on the employees' bulletin boards.

17.07 After making their presence known to management, the representatives of the Union shall have the right to contact employees, so long as calls shall not interfere with proper service to customers.

ARTICLE XVIII - HEALTH AND WELFARE AND DENTAL

18.01 The Employer agrees to pay \$83.20 per month per eligible employee who has worked eighty (80) or more hours during the preceding month into the Joint Labor-Management Retail Trust Fund, for the purpose of providing group insurance benefits for the employees covered by this Agreement. For purposes of this Article, an eligible employee is one who has successfully completed the probationary period set forth in Section 16.01 above and has actually worked eighty (80) or more hours during the preceding calendar month.

18.02 The Employers agree that during the term of this Agreement, they will pay any increased contribution required to maintain the benefit levels in effect as of December 1, 1985.

18.03 The contributions required by this Article are due and payable the first (1st) day of the month; however, if payment is not made by the twentieth (20th) of the month, it shall be considered a violation of this Agreement.

#### ARTICLE XIX - PENSION

19.01 The Employer shall contribute twenty cents (\$.20) per each straight-time compensable hour paid employees pursuant to this Agreement into the Oregon Retail Employees Pension Plan. It is further understood and agreed that the above-referenced Trust shall at all times qualify for approval by the Bureau of Internal Revenue of the U.S. Treasury Department, so as to allow the Employer an income tax deduction for contributions paid hereunder.

19.02 Effective February 1, 1988 (on February hours), the Employer shall contribute twenty-five cents (\$.25) per each straight-time compensable hour paid employees pursuant to this Agreement into the Oregon Retail Employees Pension Plan.

19.03 The pension contributions required by this Article are due and payable the first (1st) day of the month; however, if payment is not made by the twentieth (20th) of the month, it shall be considered a violation of this Agreement.

#### ARTICLE XX - ACCEPTANCE OF TRUSTS

20.01 The Employer and the Union accept and agree to be bound by the terms of the Trust Agreements governing (1) the Joint Labor-Management Retail Trust Fund dated June 16, 1985, and (2) The Oregon Retail Employees Pension Trust effective May 1, 1985. Further, the Employer accepts as his representatives for the purpose of these Trust Funds, the Employer Trustees serving on the Board of Trustees of said Trust Funds, and their duly appointed successors.

20.02 The Employer acknowledges that the Trust Agreements above provide for the payment of liquidated damages (20%), interest (12%), attorney fees, and court costs in the event of contribution delinquencies. In the event the Trustees of either Trust bring suit to recover delinquent contributions, venue shall be laid in Multnomah County, Oregon.

20.03 Notwithstanding any provisions to the contrary contained in the Agreement between the Employer and the Union, the Union shall have the right to strike by giving the Employer written notice of its intention to do so not less than forty-eight (48) hours in advance if the Employer shall fail to make payment of the contributions due to the Fund for any month on or before the twenty-fifth (25th) day of the third calendar month following the month for which the contributions shall be payable, providing that no such action shall be taken by the Union unless the Administrator of the Fund shall have certified in writing to the Employer and to the Union that the Employer has so failed to pay such contribution. Any strike pursuant to this provision shall be terminated as soon as the Employer shall pay the delinquent contribution, or shall make arrangements for the payment of it which meet the approval of the Administrator of the Fund.

#### ARTICLE XXI - SETTLEMENT OF DISPUTES

21.01 Any grievance or dispute concerning the application or interpretation of this Agreement shall be presented in writing by the aggrieved party to the other party within twenty (20) days from the date of the occurrence first giving rise to such grievance or dispute, except that in cases of discharge the grievance must be presented within ten (10) calendar days. The grievance shall specify in detail the alleged contract violations, including the contract provisions alleged to have been violated. In the event that any grievance is not filed in accordance with the requirements of this Paragraph, the grievance shall be considered null and void. The Employer agrees to provide the Union upon request with the reasons for discharge within fifteen (15) days of the request.

21.02 Any such grievance shall be adjusted by accredited representatives of the Employer and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within thirty (30) days from the date the grievance was filed in writing by the aggrieved party, the matter may be referred by the moving party for final adjustment to a Joint Conference Board composed of one (1) panel member designated by the Union and one (1) panel member designated by the Employer, unless either party requests that each side appoint two (2) panel members. No Employer-designated member shall be directly involved in the dispute, and no panel member designated by the Union shall be employed by the Union Local directly involved.

21.03 In the event the Joint Conference Board fails to resolve the matter within seven (7) days from the date a grievance is considered by the Board, the moving party must within fifteen (15) calendar days thereafter

refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) arbitrators residing in the Northwest, from which an arbitrator shall be selected by alternately striking names, to settle the matter; otherwise the grievance shall become null and void. Nothing in this paragraph shall preclude the parties from mutually agreeing on an arbitrator.

21.04 Jurisdiction and Authority:

a. The jurisdiction and authority of the Joint Conference Board and/or arbitrator shall be confined exclusively to the application or interpretation of a specific provision or provisions of the Agreement at issue between the parties. Neither the Joint Conference Board nor the arbitrator shall have the right to alter, amend, delete, or add to any of the terms of this Agreement. The arbitrator may consider the entire Agreement in making his award.

b. The Joint Conference Board by a majority vote or the arbitrator shall have the authority to resolve the grievance or dispute, and in cases where it is concluded that an employee has been improperly discharged, the Conference Board or arbitrator may reinstate the improperly discharged employee. Neither the Joint Conference Board nor the arbitrator may render an award which requires the Employer to pay an improperly discharged or suspended employee for time that employee has not actually worked in excess of the wage and benefits the employee would have earned had he worked his normal schedule during the ninety (90) calendar days immediately following the date of the discharge; nor shall the Board or arbitrator be entitled to require the Employer to pay benefits on behalf of an employee for a time period the employee has not actually worked in excess of the ninety (90) days allowable herein.

c. The parties further agree that the Joint Conference Board or arbitrator is not empowered to award any back wages or benefits to an employee whom the Joint Conference Board or arbitrator determines to have been improperly laid off; the parties recognize that the language of Paragraph 7.06 precludes the awarding of back wages for any type of seniority violation.

d. The award of the Joint Conference Board or arbitrator, as appropriate, shall be written and shall be final and binding on both parties. The

expenses and fees of the arbitrator shall be borne equally by the parties.

21.05 The parties shall request the arbitrator to make an award within thirty (30) days of the close of the hearing or the receipt of briefs, whichever is later. By mutual agreement between the parties, the arbitrator may also be requested in advance to be prepared to render a bench decision at the close of the arbitration hearing.

21.06 Either party may obtain a transcript of the arbitration at that party's expense and for that party's sole use, unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally.

21.07 Any time limits established in this Article may be extended by mutual agreement of the parties. The Joint Conference Board may be waived by mutual agreement between the parties.

#### ARTICLE XXII - AMICABLE RELATIONS

22.01 It is agreed that there shall be no work stoppages or lockouts, or other work stoppages of whatsoever nature, throughout and during the term of this Agreement, providing that the parties signatory to this Agreement shall comply with the procedures set forth in this Agreement in settling disputes.

#### ARTICLE XXIII - FREE WORK PROHIBITION

23.01 It is intended that there shall be no "free" or "time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline, which may include termination.

#### ARTICLE XXIV - NATIONAL HEALTH LEGISLATION

24.01 In the event of the passage of Federal legislation, during the term of this Agreement, implementing a National Health Program, the Employer shall assume the entire cost thereof. If such National Health Program does not provide the same level of benefits then existing under the Local 555 Welfare Trust, the Employer shall continue to pay monthly contributions to the Local 555 Welfare Trust as will be sufficient to fund the difference in benefits.

#### ARTICLE XXV - SEPARABILITY

25.01 Should any portion of the Agreement be adjudged by the court having ultimate jurisdiction to be in

violation of any State or Federal law, then such portions shall become null and void and the balance of this Agreement remain in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the court, and to bring it into conformance therewith within sixty (60) days after notification, unless the time limit is extended by mutual agreement.

ARTICLE XXVI - EXPIRATION AND RENEWAL

26.01 This Agreement shall be in full force and effect from and after February 3, 1985, through February 6, 1988, at which time it shall automatically renew itself for a period of one (1) year from said date, and thereafter for each year upon said anniversary date without further notice; and on each of said dates, upon written notice being served upon either party by the other at least sixty (60) days prior to said date, either party may open this Agreement for the purpose of discussing revisions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

By /S/ \_\_\_\_\_  
Jeff Clark  
Food Employers, Inc.

By /S/ \_\_\_\_\_  
Michael Hereford  
U.F.C.W. Local 555

On Behalf of: SHOP & SAVE

/S/ \_\_\_\_\_  
M. Jed Pritchett, Jr. - Vice President  
Albertson's, Inc.

/S/ \_\_\_\_\_  
Gary Baker  
Fred Meyer, Inc.

/S/ \_\_\_\_\_  
J.A. Cartales  
Safeway Stores, Inc.

/S/ \_\_\_\_\_  
William Long  
Walmart, Inc.

SCHEDULE "A"

CLASSIFICATIONS AND MINIMUM RATES OF PAY - FOOD CLERKS

A.01 The following are the minimum hourly rates of pay for all indicated classifications of employees:

		<u>8/3/86</u>
Head Clerk/Head Produce Clerk*	\$9.76	
Journeyman	9.63	
Apprentices:		
5th Step (2601-3120 hrs)	6.15	
4th Step (2081-2600 hrs)	5.85	
3rd Step (1561-2080 hrs)	5.10	
2nd Step ( 521-1560 hrs)	4.05	
1st Step ( 0- 520 hrs)	3.65	
Courtesy Clerks	3.65	+\$ .15
Container Clerk	3.40	

\* Employees in the Head Clerk/Head Produce Clerk classifications shall be designated at the sole discretion of the Employer. This discretion also encompasses whether there shall be any employees in the classification.

The following shall be the minimum hourly rates of pay for all employers who are hired or become Apprentices on or after August 1, 1986:

Apprentices:	
5th Step (3641-4120 hrs)	6.15
4th Step (3121-3640 hrs)	5.85
3rd Step (2081-3120 hrs)	5.10
2nd Step (1041-2080 hrs)	4.05
1st Step ( 0-1040 hrs)	3.65

A.02 Courtesy Clerks - Minimum Rates of Pay.

a. The Employer shall be permitted to employ Courtesy Clerks who may perform any job function in the store with the exception of the operation of cash registers.

b. Total man hours worked by Courtesy Clerks shall not exceed more than twenty-five percent (25%) of the total man hours worked by employees in the bargaining unit.

c. No Courtesy Clerk shall be permitted to work more than one (1) hour before the store opens or more than one (1) hour after the store is closed.

d. Courtesy clerks may be promoted to the Apprentice Clerk classification at the Employer's discretion; however, nothing in this paragraph or elsewhere in this Agreement shall be interpreted so as to entitle any employee to automatically progress from the Courtesy Clerk



classification to an Apprentice Clerk classification. Any employee promoted to Apprentice Clerk shall be subject to a thirty (30) day training period during which time the employee may be demoted back to the Courtesy Clerk classification if his work as an Apprentice is unsatisfactory, and any such demotion shall not be grievable. Upon successful completion of the thirty (30) day trial period, the promoted employee will be given credit for one-half (1/2) of all hours worked as a Courtesy Clerk towards his progression as an Apprentice up to a maximum of 750 hours, and his hourly rate shall be increased from the Courtesy Clerk rate at that time.

A.03 Progression increases provided in this Schedule "A" for the Apprentice brackets shall be placed into effect on the Sunday following the employee's completion of the required number of hours to advance to the next hourly rate bracket.

A.04 Container Clerks. Container Clerks shall be paid on the basis of two (2) hours or less, two (2) hours' pay; over two (2) hours, on an hourly basis.

The duties of a Container Clerk shall be to receive empty refund-type containers; count and issue receipts therefore; sort and place in appropriate receptacles; perform other functions related to the handling of such empty containers and clean-up of the immediate area associated with carrying out the aforementioned duties.

In the event of an initial proven violation of this provision and following written notice from the Union, the Container Clerk shall be paid the beginning Apprentice Clerk rate of pay for a minimum of four (4) hours or as scheduled in excess thereof on that day.

For a second violation, all Container Clerks in the market shall receive the beginning Apprentice Clerk rate of pay for hours worked during that week.

For a third proven violation within a twelve (12) month period, the market shall lose the Container Clerk classification for a period of twelve (12) months.

It is further agreed and understood that Container Clerks are excluded from all other monetary benefits and Employer contributions as provided for in this Agreement and shall receive the straight-time hourly rate of pay only, except time an one-half (1-1/2) after eight (8) hours' work per day and forty (40) hours' work per week.

SCHEDULE "B"

CLASSIFICATIONS AND MINIMUM RATES OF PAY-BAKERY SALES CLERKS

B.01 All of the terms and conditions of employment established by the Retail Food Agreement, to which this Schedule is attached, will be fully applicable to the Employer's Bakery Sales employees, except as specifically modified below.

B.02 Bakery Sales employees will receive fifteen cents (\$.15) per hour in addition to their regular straight-time hourly rate of pay for each hour of work performed between the hours of 7:00 p.m. and 7:00 a.m.

Night premium pay shall be governed by the same rules as Article VI, Paragraph 6.09(b), of the Retail food Agreement.

B.03 Article VII - Seniority, shall be modified in its application to Bakery Sales employees to this extent:

- a. Bakery Sales employees shall maintain separate seniority.
- b. There shall be no Apprentice-Journeyman ratio.

B.04 Wages. The following are the minimum hourly rates of pay for all indicated classifications of employees:

Head Sales Clerk*	\$6.65
Journeyman	6.53
Apprentices:	
5th Step (2601-3120 hrs)	4.18
4th Step (2081-2600 hrs)	3.95
3rd Step (1561-2080 hrs)	3.79
2nd Step ( 521-1560 hrs)	3.50
1st Step ( 0- 520 hrs)	3.40

\* The Head Sales Clerk classification is designated solely at the discretion of the Employer, and this discretion includes whether there shall be any Head Sales Clerks.

The following new Apprentice Schedule applies to all employees who are hired or become Apprentices on or after August 1, 1986:

Apprentices:	
5th Step (3641-4120 hrs)	\$4.18
4th Step (3121-3640 hrs)	3.95
3rd Step (2081-3120 hrs)	3.79

2nd Step (1041-2080 hrs)	3.50
1st Step ( 0-1040 hrs)	3.40

B.05 Progression increases provided in this Schedule "B" for the Apprentice brackets shall be placed into effect the Sunday following the employee's completion of the required number of hours to advance to the next hourly wage bracket.

B.06 Notwithstanding the provisions of Paragraph 2.02 of this Agreement, where the Employer designates a managerial employee to be in charge of a Bakery Department, and where that managerial employee spends substantially all of his or her time in the Bakery Department, the Employer shall be entitled to an additional exemption for this Bakery supervisor. While the primary duties of the Bakery supervisor shall be to manage, they shall not be restricted in the amount of bargaining unit work which they may perform.

SCHEDULE "C"

CLASSIFICATIONS AND MINIMUM RATES OF PAY - NON-FOODS CLERKS

C.01 All employees who are classified as Non-Foods employees shall devote their time exclusively to the Non-Foods operation. All employees who do any work in Foods shall receive the Grocery (Schedule "A") rates of pay for actual time worked in Foods. This shall include, but not be limited to, work in the central checkstands, banking, carry-out on merchandise for customers, stocking or marking of grocery or produce merchandise. This Schedule shall not apply to employees hired prior to April 21, 1979. No Non-Foods clerk shall be utilized in the Foods department if Foods Clerks senior to the Non-Foods clerk are laid off, in accordance with Article VI. The rates paid Non-Foods clerks working in the foods department shall be the corresponding steps for the clerks' experience.

C.02 The following are the minimum hourly rates of pay for all indicated classifications of employees:

Head Non-Foods Clerk*	\$6.83
Journeyman	6.74
Apprentices:	
5th Step (2601-3120 hrs)	4.30
4th Step (2081-2600 hrs)	4.09
3rd Step (1561-2080 hrs)	3.57
2nd Step ( 521-1560 hrs)	3.35
1st Step ( 0- 520 hrs)	3.35

\* Head Non-Foods Clerks are designated at the sole discretion of the Employer, and this discretion also encompasses whether or not there shall be any employees in this classification.

The following new Apprentice schedule applies to all employees who are hired or become Apprentices on or after August 1, 1986:

Apprentices:	
5th Step (3641-4120 hrs)	\$4.30
4th Step (3121-3640 hrs)	4.09
3rd Step (2081-3120 hrs)	3.57
2nd Step (1041-2080 hrs)	3.35
1st Step ( 0-1040 hrs)	3.35

C.03 Progression increases provided in this Schedule "C" for the Apprentice brackets shall be placed into effect the Sunday following the employee's completion of the required number of hours to advance to the next hourly rate bracket.

C.04 Notwithstanding the provisions of Paragraph 2.02 of this Agreement, where the Employer designates a managerial employee to be in charge of a Non-Foods Department, and where that managerial employee spends substantially all of his or her time in the Non-Foods Department, the Employer shall be entitled to an additional exemption for this Non-Foods supervisor. While the primary duties of the Non-Foods supervisor shall be to manage, they shall not be restricted in the amount of bargaining unit work which they may perform.

MEMORANDUM OF AGREEMENT

In Paragraph 6.06 of the Eugene Area Food, Bakery and Non-Foods Clerks Working Agreement, it is the intent of the parties to apply "reduction in business" as follows:

If the employees report for work as scheduled on any given day and, due to a reduction of business, the Employer needs to reduce some hours scheduled to be worked by such employees, that reduction of hours will be accomplished as follows:

The Employer shall first reduce those employees who volunteer to work fewer hours and, in the event no employees volunteer, then the Employer shall reduce hours in accordance with sound business operating procedures.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

EUGENE AREA EMPLOYERS:

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCAL 555

By /S/ \_\_\_\_\_  
Jeff Clark  
Food Employers, Inc.

By /S/ \_\_\_\_\_  
Michael Hereford  
President

On behalf of: SHOP & SAVE

/S/ \_\_\_\_\_  
M. Jed Pritchett, Jr. - Vice President  
Albertson's, Inc.

/S/ \_\_\_\_\_  
Gary Baker  
Fred Meyer, Inc.

/S/ \_\_\_\_\_  
J.A. Cartales  
Safeway Stores, Inc.

/S/ \_\_\_\_\_  
William Long  
Waremart, Inc.

LETTER OF ADDENDUM

The Eugene Area Employers shall not be required to make Health and Welfare and Dental contributions per the terms of Article XVIII for the months of August, September, and October 1986. The Employer will submit eligibility reports as usual.

EUGENE AREA EMPLOYERS:

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCAL 555

By /S/ \_\_\_\_\_  
Jeff Clark  
Food Employers, Inc.

By /S/ \_\_\_\_\_  
Michael Hereford  
President

On Behalf of: SHOP & SAVE

/S/ \_\_\_\_\_  
M. Jed Pritchett, Jr. - Vice President

/S/ \_\_\_\_\_  
Gary Baker  
Fred Meyer, Inc.

/S/ \_\_\_\_\_  
J.A. Cartales  
Safeway Stores, Inc.

/S/ \_\_\_\_\_  
William Long  
Waremart, Inc.

6178-0086174F022-06