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**COLLECTIVE
BARGAINING AGREEMENT**

RETAIL CLERKS UNION LOCAL NO. 1564

CHARTERED BY

RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO

Effective: October 20, 1970 to October 20, 1973

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NEW MEXICO
AND
RETAIL CLERKS UNION LOCAL NO. 1564
CHARTERED BY
RETAIL CLERKS INTERNATIONAL
ASSOCIATION, AFL-CIO

Effective: October 20, 1970 to October 20, 1973.

AGREEMENT

THIS AGREEMENT is entered into and is effective on this
20th day of OCTOBER, 1970 between.....

.....
referred to hereinafter as the "EMPLOYER," and the
RETAIL CLERKS LOCAL UNION NO. 1564 chartered by
the RETAIL CLERKS INTERNATIONAL ASSOCIA-
TION, 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 be-
tween 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 exclusive Col-
lective Bargaining Representative for all employees at the

Employer's Retail Stores in _____,
New Mexico; excluding office and clerical employees, meat
department employees, guards, supervisory employees as de-
fined by the Labor-Management Relations Act.

ARTICLE II

The Employer agrees not to enter into a counter-agreement or 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 and Employment Procedures

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SECTION A. **Union Security.** 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 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.

SECTION B. **Seven-Day Notice.** Upon the failure of any employee to tender his initiation fee or dues to the Union within the period, and under the conditions specified in Section A above, the Union shall notify the Employer and the employee in writing of such notice, and not more than seven (7) days thereafter, the Employer shall discharge such employee unless the Union has notified the Employer that the employee has satisfied the requirements for good standing.

SECTION C. The Union agrees to hold the Employer harmless from any liability which may arise from the application of Article III, Sections A and B at the request of the Union.

SECTION D. For the purpose of Section A above, the execution date of this Agreement shall be considered as its effective date.

SECTION E. The first thirty (30) days of any new employee's tenure shall be considered as probationary. All terms of this Agreement shall apply during said probationary period; provided however, that such employees may be terminated during such period for any reason. Probationary employees shall have no seniority rights, but upon successful completion of said probationary period, seniority rights shall date back to the initial date of employment.

SECTION F. 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.

SECTION G. An employee shall not be required to take a polygraph examination as a condition of continued employment.

SECTION H. **Apprentice Clerks.** 1. The Employer may promote courtesy clerks to apprentice clerks when there is an opening for an apprentice clerk. Promotions shall be based upon the judgment of the store manager.

2. The courtesy clerk promoted to apprentice clerk shall be on probation for forty-five (45) consecutive scheduled work days. If he does not qualify as an apprentice clerk within the above time, the Employer shall return the employee to his former position. Such decision shall be at the sole discretion of the Employer.

3. The courtesy clerk promoted to apprentice clerk shall receive pay in accordance with Article XI, Appendix A, and his seniority shall commence as an apprentice clerk from the first (1st) day of his promotion.

4. When a courtesy clerk is promoted to an apprentice clerk, the Employer shall notify the Union in writing within fifteen (15) days of the name of the employee and store number.

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ARTICLE IV

Check-Off

SECTION A. The Employer agrees that upon receipt of a "check-off authorization card" from the employees of the Employer who are members of the Union, the Employer shall deduct from the wages of such employees regular monthly union dues in the amount certified by the Union as applicable to members in good standing.

SECTION B. All regular monthly dues deducted by the Employer shall be withheld from the first (1st) pay check in the calendar month in which dues are owing and shall be remitted to the Union, if possible, not later than the twenty-fifth (25th) day of the calendar month in which such deductions are made. The Employer will deduct from the pay of employees in any month only the regular monthly union dues becoming due and payable in such month.

SECTION C. The "check-off authorization card" shall comply with both state and federal laws and shall be in the following form:

CAUTION — READ BEFORE SIGNING.

I hereby authorize and direct _____
to deduct from my pay regular monthly union dues in
the amount of \$_____ and to pay said dues to
Retail Clerks Union Local No. 1564 in accordance with
the terms of the Agreement between _____
and said Union. This authorization shall be irrevocable
for a period of one year from date and shall be auto-
matically renewed and irrevocable for successive period
of one year unless revoked by written notice to you and
the Union thirty (30) days prior to the expiration of each
one-year period. This assignment shall not be effective
beyond the termination date of the applicable Collective
Bargaining Agreement.

Signature _____

Date Signed _____

SECTION D. The Union agrees to indemnify and hold the Employer harmless from and against any and all demands, claims, damages, losses, liability or expenses, including without limiting the generality of the foregoing, attorneys' fees, arising from or growing out of the application of this Article by the Employer.

ARTICLE V

Discharge

SECTION A. Discharge for Cause. 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.

SECTION 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.

SECTION C. Union Principles. The Employer shall not discharge or discriminate against any employee for upholding Union principles.

SECTION D. It is understood that layoffs shall occur only at the end of an employee's weekly schedule.

SECTION E. Termination Payment. An employee who quits or is terminated for any reason shall be paid promptly all monies due.

SECTION F. 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.

SECTION G. The Employer and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, national origin, sex or age.

SECTION H. 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 Article XVII of this Agreement. The Union must file complaint **in writing** with the Employer within seven (7) days after discharge. This seven (7) day period may be extended by

mutual agreement of the parties. Upon receipt of said notice, then all steps of the Grievance procedure are waived and either party may request arbitration in writing to the other party at any time but not to exceed thirty (30) days after receipt of notice of discharge protest.

ARTICLE VI

Contract Enforcement and Shop Visitation

SECTION A. 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.

SECTION B. 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. Time taken for such an interview in excess of ten (10) minutes for each employee shall not be on company time.

ARTICLE VII

Union Store Card

SECTION A. The Union agrees to issue a Union Store Card and/or window decals to the Employer under the rules governing Union Store Cards set forth in the Constitution of the Retail Clerks International Association. Such Union Store Card and decals are, and shall remain the property of said International Association, and the Employer agrees to surrender said Union Store Card to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card and/or decals are issued.

SECTION B. The Employer may display such Union Store Cards and/or decals in conspicuous areas accessible to the public, in each establishment covered by this Agreement.

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ARTICLE VIII
Right of Management

SECTION A. 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 of, and function of the Employer.

SECTION B. 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.

SECTION C. 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.

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ARTICLE IX
Working Hours and Overtime

SECTION 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.

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

SECTION 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.

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

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and/or premium pay. Overtime or premium pay shall be defined as any pay in excess of the basic straight-time hourly rate. Hours paid for but not worked shall not be counted in computing weekly overtime.

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

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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 four (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 off 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.

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SECTION I. **Rest Periods.** All employees shall receive a fifteen (15) minute rest break for each four (4) hours of work scheduled to be performed in any work day. In the case of an employee entitled to two (2) rest breaks, one (1) break shall be granted as near the middle of the period prior to the meal break as possible and the other shall be granted as near the middle of the period following the lunch break as possible. In cases of part-time employees working less than an eight (8) hour day, the rest period will be scheduled in the longer half of the shift if the shift is broken by a lunch period.

SECTION J. **Lunch Periods.** The schedule meal period for an employee shall be one (1) hour and shall not be considered working time. A lunch period of thirty (30) minutes duration may be scheduled if the employee and the Employer mutually consent. Every full-time employee shall be allowed a meal period which shall begin no earlier than three (3) hours, nor later than five (5) hours after commencing work. The same rule shall apply for part-time employees except that a courtesy clerk and/or part-time employee who is scheduled for

more than five (5) hours in a given day may be scheduled without a lunch period by mutual consent.

SECTION K. Splits/Shifts. There shall be no split shifts, except in cases where the part-time employee is a school student; and the student, the Union and the Employer agree thereto.

SECTION L. Work Schedules. The Employer agrees to post a work schedule for the work week, in ink, in each store one day prior to the start of the next work week. All employees listed on the schedule will be provided the work or pay for the hours posted; provided, they report to work as scheduled. Such schedule shall show the name of each employee, starting time, quitting time and days off. It is understood that circumstances (including absences) may require the management to change or alter schedules during the work week. In such cases the changes shall be made to assure a full-time employee of his forty (40) hours pay, provided he works the altered schedule. Part-time employees will be assured a minimum of four (4) hours pay each day of an altered schedule, provided he works the altered schedule; and courtesy clerks will be assured a minimum of two (2) hours pay each day of an altered schedule, provided he works the altered schedule. Schedules for part-time and courtesy clerks shall not be altered to deliberately reduce the originally posted hours of work.

SECTION M. Courtesy Clerks. The Employer will make available to courtesy clerks at least two (2) hours work when the Employer orders said courtesy clerks to report for work.

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ARTICLE X

Vacations

SECTION A. 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. January 1, 1971, after ten (10) years' of continuous service, they shall have earned a vacation period of three (3) uninterrupted calendar weeks.

SECTION B. Computing Vacation Pay. All regular full-time and regular part-time employees who have not completed one (1) calendar year of employment but are eligible for vacation, will receive one-fifty-second ($1/52$) of their compensation received for the twelve (12) month period immediately preceding the vacation period. Upon the completion of one (1) full calendar year of employment, all regular full-time and regular part-time employees eligible for vacation shall have their vacation computed on the employee's W-2 Contract Earnings for the prior year. Employees so eligible will receive one-fifty-second ($1/52$) of such earnings if eligible for one (1) week's vacation; one-twenty-sixth ($1/26$) of such earnings if eligible for two (2) weeks' vacation; and three-fifty-seconds ($3/52$) of such earnings if eligible for three (3) weeks' vacation.

SECTION C. 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.

SECTION D. 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.

SECTION E. Pro-Rata Vacation Pay. Effective April 1, 1972, all regular full-time employees and regular part-time employees who have completed one (1) year of continuous service but less than three (3) years of continuous service shall be entitled to a pro-rata of one (1) week's vacation pay. All employees who have completed three (3) years of continuous service but less than ten (10) years of continuous service or more shall be entitled to a pro-rata of two (2) weeks' vacation pay. All employees who have completed ten (10) years of continuous service or more shall be entitled to a pro-rata of three (3) weeks' vacation pay. To be eligible for pro-rata vacation pay, the above described employees must give one (1) week's notice of intent to terminate their employment or, in the case of discharge, pro-rata vacation will only be paid in cases where discharge was due to failure to perform work as required. Pro-rata vacation pay shall be based upon full months of employment and neither the partial anniversary month of employment nor the partial month in which the termination occurs will be used in determining the fraction

of vacation pay due the employee. Employees who must enter military service shall receive a pro-rata of their vacation pay at the time they leave for active duty; and upon their reinstatement shall be eligible for a pro-rata vacation for year in which they are reinstated, based upon their original anniversary date of employment.

ARTICLE XI

(See Appendix A for Wage Rates)

Wages

SECTION A. All wage rates are listed for the term of this Agreement in Appendix A, which is a part of this Agreement.

SECTION B. Employees must actually work 1040 hours in each experience category to qualify for the increased rates. Experience increases shall be put into effect on the pay period following the completion of the necessary hours.

SECTION C. The schedule of minimum salaries found in Appendix A of this Agreement shall be maintained and paid by the Employer during the life of this Agreement.

SECTION D. 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.

SECTION E. Whenever an employee is required by the Employer to work in more than one store during the same day, reasonable time consumed by the employee between stores shall be considered as time worked and paid for as part of the regular day's work.

SECTION F. **Courtesy Clerks.** A courtesy clerk is an employee limited to the performance of the following duties:

1. Bag and carry out, bags and/or boxes containing the customer's purchase after they have been bagged and/or boxed to the customer's vehicle.
2. Clean up the area around the checkstand and the non-selling foyer or vestibule between the checkstand and entrances.
3. Collect and line-up pushcarts and return them to the store from the parking lot.

4. Keep the sidewalk and parking area orderly and free from refuse.
5. Crating empty bottles.
6. Sweeping.
7. Assist the customer in handling his or her purchases at the checkout stands or counter.
8. Mopping and waxing.

SECTION G. Junior Clerks. 1. Employees working in this classification shall be promoted from the courtesy clerk classification and shall be employed on the basis of one (1) Junior Clerk for each two (2) checkstands in the store. Junior Clerks shall be promoted to the first apprentice classification after the completion of 2080 hours, and shall be eligible for all benefits provided in the Labor Agreement. Junior Clerks may perform any type of work in the store during their training period, except that they shall not be allowed to check more than four (4) hours in any work week. Junior Clerks shall not be allowed to exercise their seniority to make claims of apprentice or journeyman clerks under Available Hours in Article XV of this Agreement.

2. The Employer agrees to notify the Union in writing on forms supplied by the Union within fifteen (15) days after promotion of employee's name, date of promotion and rate of pay.

SECTION H. Store Meetings. Time spent in required store meetings called by the Employer shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement. Store meetings, when announced twenty-four (24) hours in advance, shall not constitute a split shift violation or a call in.

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. Where the Employer has a posted or published check cashing policy, the employees shall conduct themselves accordingly, and when an employee follows such policy, he shall not be held financially responsible for returned checks, nor shall he be expected or required to locate the check-cashing customer.

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

Uniforms

The Employer shall furnish all gowns, aprons, and uniforms and pay for the laundering and upkeep of same except when the Employer furnishes sized "drip dry" uniforms to female employees, the employee will assume the responsibility for laundering and normal care of such sized uniforms. The Union members shall have the right to wear their Union buttons.

ARTICLE XV

Seniority

SECTION A. Seniority shall be defined as length of continuous service with the Employer except in cases of layoff and recall, where seniority shall be defined as length of continuous service with the Employer in _____, New Mexico.

SECTION B. Separate seniority lists shall be maintained as they apply to full time (40 hours), part-time and courtesy clerks. In the case of a company having two or more districts, then seniority lists shall further be limited to the districts.

SECTION C. 1. It is recognized that the hours of part-time employees and courtesy clerks shall vary as the needs of the Employer's business directs and therefore, such hours variations shall not constitute a reduction in hours. When hours of a full-time employee are to be reduced to the extent that he will be reduced to a part-time employee, such reduction shall be made on a seniority basis in the department at the store. Within one (1) week of the notice of hours reduction, the employee so reduced may, upon request, claim the schedule of the full-time employee with the lowest seniority in the city or district of the city. Such claim to go into effect on the commencement of the next full work week. Failure to exercise the right to claim the change within the time period, nullifies the employee's right to any subsequent claim based upon that particular reduction.

2. No reduction in overtime hours or change in Sunday schedule shall be considered a reduction in hours, it being understood that scheduled overtime and Sunday work is not guaranteed.

SECTION D. 1. Layoffs of full-time employees shall be accomplished by laying off the lowest seniority employee in the classification and department in the city or seniority district of the city as the case may be.

2. Layoffs for part-time employees. If a part-time employee is temporarily not scheduled to work (three (3) consecutive weeks or less) such lack of work shall not constitute a layoff. Lack of work beyond three (3) consecutive weeks shall constitute a layoff and the employee at that time may request a transfer to the store where the most junior part-time employee is working. If the employee does not make such request during the fourth (4th) week of no work, then subsequent claims involving that layoff shall be forfeited. The Employer agrees that it shall schedule the least senior employees in a store for no hours in order of least seniority if it becomes necessary to reduce hours to the extent of scheduling employees to no hours. An employee cannot claim any Sunday or premium time under this Section D.

3. Courtesy Clerks shall be laid off on the basis of store wide seniority.

4. The last employee to be laid off shall be the first recalled to an opening in his classification and department.

SECTION E. No employee shall be entitled to any of the

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benefits in this Agreement which are not specifically provided while on layoff and if not rehired within ninety (90) consecutive days, the employee will be terminated.

SECTION F. **Reinstatement.** The last employee(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.

SECTION G. When an employee is reduced from full-time to part-time status, he shall carry his full-time seniority to the part-time seniority list. When a part-time employee is recalled to full-time, his part-time seniority will not carry to the full-time seniority list. Any full-time employee reduced to part-time hours shall be offered the first full time job for which he has the current skill and ability of performing that opens in the store in which he is then employed.

SECTION H. A courtesy clerk 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 courtesy clerks, where skill and ability are equal.

SECTION I. **Available Hours.** All regularly scheduled part-time work available in a store shall be offered to the part-time employees of that store in accordance with their seniority in _____, New Mexico; and their ability to perform the type of work. A part-time employee can exercise his seniority to claim work hours for which he is available up to and including eight (8) hours per day or forty (40) hours per week. To exercise his claim, the employee must claim the entire schedule on the day in question and make his claim by the end of his first scheduled work shift following the posting of the work schedule. The employee, whose hours have been claimed would then assume the hours of the claiming employee. No employee can claim the daily schedule of another employee with the same or less hours and no claim can be made unless both parties to the claim have the ability to perform the type of work being done by the parties.

Employee shall not be allowed to claim overtime or premium hours under this provision.

ARTICLE XVI

Holidays

SECTION A. **Paid Holidays.** The Employer agrees that the following days shall be observed as holidays, and employees shall be paid therefore as if the holiday was a regular workday.

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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.

SECTION 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.

SECTION 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.

SECTION D. **Courtesy Clerks.** Regular full-time courtesy clerks (forty hours) shall receive pay for holidays, based on the number of hours at straight-time they are normally scheduled to work on said holiday.

SECTION E. Work schedules shall not be changed for the purpose of avoiding holiday payments.

SECTION F. **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.

SECTION G. **Sunday and Holiday Call In.** 1. Regular

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

2. 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.

SECTION H. The following methods of scheduling and pay shall be followed for full-time employees who work on a Holiday Week:

1. Four (4) days scheduled not including the holiday: Pay thirty-two (32) straight-time hours plus eight (8) hours holiday pay, for a total of forty (40) hours pay at straight-time.
2. Five (5) days scheduled not including the holiday: Pay forty (40) straight-time hours plus eight (8) hours holiday pay for a total of forty-eight (48) straight-time hours paid.
3. Five (5) days scheduled including the holiday: Pay forty (40) straight-time hours plus eight (8) hours holiday pay for a total of forty-eight (48) straight-time hours paid.
4. Full-time employees may not be scheduled four (4) days including the holiday on a holiday week.

ARTICLE XVII

Grievance and Arbitration

SECTION A. The Union or any employee in the bargaining unit who has any dispute or disagreement of any kind or character arising out of or in any way involving the interpretation or application of this Agreement, shall submit such dispute or disagreement for resolution under the procedures and in the manner set forth in this Article.

SECTION B. The dispute or disagreement shall be submitted to the following:

Step 1. The Union or the employee, as the case may be, shall discuss the dispute or disagreement promptly (but no more than five (5) working days) upon the discovery by the employee of the event giving rise to the dispute or disagreement with the Manager of the store where the grievance arose. An employee having a dispute or disagreement shall be en-

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titled to be accompanied by a representative of the Union in this step 1.

Step 2. If the dispute or disagreement is not settled in a manner satisfactory to the Union and the Employer, the Union shall reduce the grievance to writing and deliver it or mail it to the Employee Relations Representative of the Employer no more than seven (7) working days after the discovery by the employee of the event giving rise to the dispute or disagreement. The written grievance shall include a statement of the grievance, date of occurrence, parties involved, and (if possible) the provisions of the Agreement alleged to have been violated. Provisions of the Agreement alleged to have been violated which may be listed by the Union in its writing of the grievance shall not limit the Union in later arbitration proceedings. The Employer Representative shall have five (5) working days upon receipt of the written grievance to answer said grievance.

Step 3. If the dispute or disagreement is not settled in step 2, in a manner satisfactory to the Union or to the Employer, the Union may make a request on behalf of both parties to the Federal Mediation and Conciliation Service to submit a list of seven (7) names of qualified arbitrators. Such request for arbitration must be made within three (3) days after the Employer has denied the grievance. Upon receipt of the list of arbitrators by both parties and within three (3) days of such receipt each party shall strike three (3) names in alternation with the aggrieved party striking the first name. The unstricken name will be empowered to act as the arbitrator.

SECTION C. The decision of the arbitrator shall be final and binding upon each party, however, the arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement, and shall limit his decision strictly to an interpretation of the language of this Agreement. In the event an arbitrator awards back pay, he shall reduce such award by all earnings including employment compensation received by the aggrieved party during the period of the award. The expenses of the arbitrator shall be shared equally between the Employer and the Union.

SECTION D. No grievance may be submitted to arbitration by the Union under step 3, unless the time limit set forth in step 2 for the filing of the grievance in writing has been strictly complied with. Any grievance which is submitted after such time limit has expired shall be forfeited and waived by

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the aggrieved party. Failure by the Union or the employee, as the case may be, to observe the time limit set forth in step 1, shall not constitute a waiver, unless such failure is willful. Time limits may be extended only by mutual agreement in writing signed by both the Union and the Employer.

SECTION E. At any step in this grievance procedure, the Chief Executive Officer of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance complaint, difficulty or dispute further if in the judgment of the Chief Executive Officer such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union's Chief Executive Officer.

ARTICLE XVIII

No Strikes — No Lockouts

SECTION A. The Employer agrees that so long as this Agreement is in effect, there shall be no lockouts. Closing down or curtailing any operations for business or economic reasons shall not be construed to be a lockout. In addition, the Employer will not authorize its agents, including supervisory personnel, to take actions in violation of this Agreement.

SECTION B. The Union, its officers, agents, members and employees covered by this Agreement agree that so long as this Agreement is in effect, they will not institute, cause or condone, and will take prompt and appropriate measures to prevent or discourage, any of its members from engaging in or observing any strikes, sitdowns, work stoppages, picket line or slow-downs, even of a temporary nature that interferes with the Employer's operations.

SECTION C. Any violation of the foregoing provisions may be made the subject of disciplinary action, including discharge, and such action or management's determination of the facts on which such action is based, may not be raised as a grievance under this Agreement.

ARTICLE XIX

Health and Welfare

SECTION A. On the first of the month the Employer shall contribute \$25.50 per month by the twentieth (20th) day of the month for each of its employees (excluding courtesy clerks as defined in the Agreement) who on the first (1st) day of each month has been employed for three (3) calendar months or more and has averaged twenty-four (24) hours or more per week for at least four (4) consecutive weeks. 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.

SECTION B. 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 (30) 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.

SECTION C. In the event a covered employee works less than an average of twenty-four (24) hours per week for eight (8) consecutive weeks, such welfare premium shall be discontinued until such employee again works an average of twenty-four (24) hours or more per week for four (4) consecutive weeks when such welfare premium will be paid without any waiting period.

SECTION D. 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 any weekly income benefits which would be paid by the Health and Welfare Plan. Accrued sick leave is not convertible to cash.

SECTION E. On the first of any month the following types of employees shall be covered without a waiting period for health and welfare :

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1. A covered employee who goes to work within thirty (30) days for another Employer covered by this Agreement.
 2. A returning serviceman who is re-instated without loss of seniority.
 3. A transferred employee (not re-instated or re-hired) into the bargaining unit.

ARTICLE XX

Dental Care Benefits

SECTION A. Effective May 1, 1972, the Employer agrees to contribute \$8.65 per month by the twentieth (20th) day of the month for each of its employees who, on the first day of each month, has been employed for three (3) calendar months or more and has averaged twenty-four (24) hours or more per week for at least four (4) consecutive weeks.

SECTION B. Such payments shall be made into a fund to be known as the Albuquerque Area Retail Clerks and Employers Health and Welfare Trusted Fund, which shall have for its purpose the providing of dental care benefits for eligible employees working for the Employer under the terms and conditions of this Agreement.

SECTION C. The nature, type and extent of the dental care benefits to be provided shall be such as the Trustees in their discretion shall determine and which are in accordance with the Trust Agreement. A separate accounting for the dental care portion of this Health and Welfare Fund shall be maintained in order to allow the Trustees of this fund an experience evaluation of the dental care benefit.

SECTION D. The Employer and the Union agree that no later than six (6) months prior to contribution date in paragraph (A) above, they shall :

1. Have completed the necessary amendments to the Trust Agreement and Declaration of Trust.

2. Have completed the necessary studies and evaluations to complete the program of benefits to be received under this Dental Care Program.

In any event, the Employer and the Union agree that whether by the method set forth in these paragraphs or by the initiation of a separate Trust Agreement and Declaration of Trust for Dental Care Benefits, the eligible employees shall begin receiving said Dental Care Benefits no later than thirty (30) days following the date of first contribution into the Trust.

SECTION E. 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 (30) 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. In the event a covered employee works less than an average of twenty-four (24) hours per week for eight (8) consecutive weeks, such welfare premium shall be discontinued until such employee again works an average of twenty-four (24) hours or more per week for four (4) consecutive weeks when such welfare premium will be paid without any waiting period.

SECTION F. On the first of any month the following types of employees shall be covered without a waiting period for Dental Care:

1. A covered employee who goes to work within thirty (30) days for another Employer covered by this Agreement.
2. A returning serviceman who is re-instated without loss of seniority.
3. A transferred employee (not re-instated or rehired) into the bargaining unit.

ARTICLE XXI

Leaves of Absence

SECTION A. After thirty (30) days service, the following leaves of absence shall be granted to the employees covered by this Agreement under the following conditions:

1. Injury or illness on or off the job, up to three (3) days when not under the care of a physician or osteopath.
2. Injury or illness on or off the job, up to thirty (30) days

when under the care of a physician or osteopath. Such leaves can be extended by a physician or osteopath up to a maximum of six (6) months.

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3. Leaves beyond six (6) months can only be granted by the Employer, and if not granted shall constitute termination.
 4. Employees who are absent because of illness beyond three (3) days shall be required to show doctor's certificate verifying illness if requested to do so by management.

SECTION B. When an employee suffers a job related injury and reports for medical care and it is certified that he is unable to continue work, he shall be paid the basic straight-time rate of pay for the scheduled hours not worked on the day of injury. Such hours paid for shall not be counted as hours worked for purposes of computing overtime.

SECTION C. Employees shall be allowed time off without pay for purposes of attending Agreement negotiations, arbitrations, or for Union meetings and conventions. Such leave shall be granted to not more than one employee per store, not to exceed one (1) week; provided, notice for such leave is given in advance sufficient to provide adequate replacement for the employee to be on leave.

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SECTION D. If an employee, who has been continuously employed by the Employer for ten (10) months, becomes pregnant she shall obtain a statement from her physician as to the length of time she may continue to work in her normal course of duties. Such employee shall be granted leave from that date but in no case shall an employee be permitted to work beyond the sixth (6th) month of pregnancy. Leave for pregnancy shall extend sixty (60) days beyond term of pregnancy and may be extended on an individual basis, if complications due to pregnancy prevail to a maximum limit of thirty (30) additional days if certified by the employee's physician in writing.

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SECTION E. **Funeral leave.** 1. Upon request, an employee covered by this Agreement, shall be granted reasonable time off in order to make arrangements for and/or to attend the funeral occasioned by a death in his immediate family. Employees will be compensated for time off to a maximum of three (3) regularly scheduled work days in an amount equal

to his straight-time hourly rate, times the number of hours (up to eight (8) per day) he would have been scheduled to work. Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day of death or with the day immediately following the day of such death and is a day on which the employee would have worked had it not been for the absence.

2. If an employee is notified of the death of a member of his immediate family while at work he shall be allowed the remainder of his work day off if he so wishes. His funeral pay would begin at the time of his leave but would be extended by the number of hours he had worked that day if the full three (3) days of funeral leave pay is necessary.

3. Immediate family, used in this Section shall be defined as the employee's parents, in-law parents, spouse, children, brothers and sisters.

SECTION F. An employee may not accept other employment on leave of absence and may be terminated for violation of this provision, except where written consent has been obtained from the Employer.

SECTION G. All leaves of absence, except where expressly provided, are understood to be leaves without pay. Holiday pay shall not be paid to any employee on leave of absence.

SECTION H. This Article shall not be used to justify or support excessive absenteeism, and, should the Employer wish to verify an employee's illness or his ability and/or inability to perform the work required, it may employ a doctor of its own choosing for such purpose, paying all charges for such doctor's services.

SECTION I. Seniority shall continue to accrue while on any type of leave of absence to a maximum of six (6) months at which time, if leave has been extended by the Employer, seniority will remain frozen until the employee returns to active service.

ARTICLE XXII

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 XXIII

Jury Duty

SECTION A. Employees who are required and who report for jury duty shall be paid by the company for each day partially or wholly spent in performing jury duty an amount equal to the difference between the employee's regular straight-time hourly rate times the number of hours (up to eight (8)) that he otherwise would have been scheduled to work and the compensation received for jury duty (excluding amounts received as reimbursement for expenses or as a travel allowance). Such hours paid for shall not be counted as hours worked for purposes of computing overtime.

SECTION B. In order to be eligible to receive payment under this Article, an employee must notify his store manager on his first work day after receipt of the notice to report for jury duty and must furnish satisfactory evidence that jury duty was performed and the amount of compensation received for such service on the days for which payment is claimed.

SECTION C. If an employee is notified to do so by the store manager or assistant manager when he is excused from jury service either temporarily or permanently, on any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the Court for at least eight (8) hours jury duty, nor shall any employee who reports back to work under this section be required to work more than ten (10) hours, less the number of hours for which served and was compensated for jury duty by the Court on that day.

SECTION D. If an employee appears in Court or the Police Department on behalf and at the request of the Employer, he shall receive his basic straight-time rate of pay for

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the time spent in making such appearance; and, such time shall not be considered as part of the work week under the terms of this Agreement.

ARTICLE XXIV

Successors and Assigns

SECTION A. New Owner. This Agreement shall be binding upon the successors and assigns of the parties hereto. In the event of bona fide sale or transfer of Employer's business covered by this Agreement during the period hereof, the successor or such transferee shall be notified of the obligation of this Agreement and be required to become a party hereto.

SECTION B. Accrued Vacation. It is further agreed by the parties hereto that, upon sale or transfer of ownership of the Employer's business, or upon dissolution of business, vacation pay for all months worked for which no vacation pay has been given shall be immediately paid to all employees coming under this Agreement; regardless of length of time said employee has been with the Employer.

SECTION C. Sale or Transfer. 1. In the event of a sale or transfer of a store or stores, an employee shall be allowed a seven (7) day period from the date of announcement to the employees of the sale or transfer, during which time he may determine whether he wishes to stay with the seller or whether he wishes to make application for employment with the new owner or transferee.

2. In the event of a sale or transfer of a store or stores, the new owner or transferee shall make every effort to fill his employment needs in such store or stores from those employees of the seller or transferor who were employed in the stores sold or transferred.

3. Such new owner or transferee, however, shall not be required to retain in his employ any of the employees of the seller or transferor. Any employee of the seller or transferor who is employed within the thirty (30) day period referred to immediately below by the new owner or transferee shall be employed on a probationary basis for a period of thirty (30) days from the date the new owner or transferee assumes responsibility for the management and operation of the store or stores, subject to termination with such thirty (30) day

period shall not be reviewable through the grievance or arbitration procedures.

4. Any employee of the seller or transferor who is employed by the new owner or transferee within such thirty (30) day period and who is retained on the payroll of the new owner or transferee for a period in excess of such thirty(30) day period, shall be credited with and retain all seniority acquired while in the employ of the seller or transferor for the purpose of determining benefits to which he is entitled under the Collective Bargaining Agreement with the new owner or transferee by virtue of such seniority, as if his employment were continuous, including retention of anniversary date of employment, vacation eligibility; provided, that the employees of the seller or transferor shall for the purposes of termination be credited with no more seniority than that of the most senior employee employed by the new owner or transferee covered by an Agreement with a Retail Clerks Union Local on the date of assumption of responsibility, and provided further, that the new owner or transferee shall not be liable for any benefits or payments owed to the employee because of employment with the seller or transferor. In no case shall an employee receive vacation benefits in excess of those provided for in this Agreement.

ARTICLE XXV

Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of Collective Bargaining and that all such subjects have been discussed and negotiated upon and the Agreements contained in this Contract were arrived at after the free exercise of such rights and opportunities, therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVI

Term of Agreement

SECTION A. This Agreement shall be effective as of October 20, 1970, and shall remain in full force and effect until its expiration date October 20, 1973.

SECTION 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 desires 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.

SECTION 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 (1) year terms thereafter.

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

By

EMPLOYER

By

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01

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APPENDIX A

Basic Straight-Time Hourly Rates

	10/20/70	4/18/71	10/17/71	4/23/72	10/22/72	4/22/73
Apprentice Clerks:						
1st 1040 hours	\$2.75	\$2.77	\$2.79	\$2.83	\$2.87	\$2.92
2nd 1040 hours	2.86	2.89	2.92	2.98	3.04	3.105
3rd 1040 hours	2.96	3.01	3.10	3.19	3.28	3.38
4th 1040 hours	3.12	3.185	3.25	3.36	3.47	3.58
Journeyman:	3.23	3.33	3.48	3.58	3.705	3.83
2nd Men and Produce Manager:	3.33	3.43	3.58	3.73	3.855	3.98
Junior Clerks:	2.00	2.10	2.20	2.20	2.35	2.50

Sunday Rates

	10/20/70	10/17/71	10/22/72
Apprentice Clerks:			
1st 1040 hours	\$5.355	\$5.375	\$5.395
2nd 1040 hours	5.57	5.63	5.69
3rd 1040 hours	5.79	5.92	6.05
4th 1040 hours	5.98	6.10	6.23
Journeyman:	6.17	6.29	6.41

2nd Men and			
Produce Manager:	6.27	6.39	6.56
Junior Clerks:	3.52	3.64	3.76
Courtesy Clerks:	3.32	3.34	3.36 (Existing Employees)
Courtesy Clerks:	3.30	3.30	3.30 (New Hires Effective 12/1/70)
Courtesy Clerks: (New Hires Effective December 1, 1970)			
0 - 6 months	\$1.60		
6 - 12 months	1.65		
12 - 18 months	1.70		
18 months and over	1.75		
All Courtesy Clerks Currently on the Payroll Prior to December 1, 1970			\$1.75

— NOTES —

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U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212



January 29, 1971

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Retail Clerks International Association local #1564
c/o Louise G. Olgiun,
Secretary-Treasurer
203 Hermosa Street, N. E.
Albuquerque, New Mexico 87108

*Removed from
part of #581740*

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s), as listed on the reverse side. These agreements expired in October 1970.

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Geoffrey H. Moore

GEOFFREY H. MOORE
Commissioner

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

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT _____
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business _____
4. If previous agreement has been extended without change, indicate new expiration date _____

(Your name)

(Position)

(Business Address)

(City and State)

Identification of employer or employer group	Name of union	Number of employees normally covered by agreements
<p>551740 <i>rec'd. Removed Now/Key</i> Agreement covering Grocery Markets Location: Santa Fe, and Los Alamos, New Mexico Product: _____</p>	<p>Retail Clerks International Association local #1564</p>	<p>_____</p>
<p>580004 <i>Removed Now part of # 551740</i> Agreement covering Chain and Independent Food Stores Location: Albuquerque, New Mexico Product: _____</p>	<p>Retail Clerks International Association local #1564</p>	<p>_____</p>
<p>BETWEEN: Retail Clerks Local Union #1564</p>		<p>White Rock</p>
<p>and _____ <i>Same cas. cov. in agmts. previously</i> Barber's Super Markets, Inc d/b/a Foodway - Albuquerque, Santa Fe, Los Alamos Furr's, Incorporated - Albuquerque, Santa Fe Shop Rite Foods, Incorporated - Albuquerque, Santa Fe, Los Alamos Safeway Stores, Incorporated - Albuquerque, Santa Fe, Los Alamos Aztec Discount - Albuquerque Gulf Mart (Food) - Albuquerque</p>		<p>White Rock</p>

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