

AGREEMENT

between

SAFEWAY STORES, INC.

and

TEAMSTER LOCAL UNIONS

Affiliated with the International Brotherhood  
of Teamsters, Chauffeurs, Warehousemen and  
Helpers of America

ICE CREAM PLANT - OKLAHOMA CITY, OKLAHOMA

Period Covered

June 12, 1983

to and including

June 14, 1986

## ARTICLES OF AGREEMENT

This Agreement is made between the Safeway Stores, Inc. Ice Cream Department, Oklahoma City, Oklahoma, hereinafter referred to as the "Employer" and Local Union No. 886 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union".

The Union is affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, but the International Brotherhood of Teamsters is not a contracting party hereto.

### ARTICLE 1

It is understood that the Employer agrees to recognize Local Union No. 886, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the sole bargaining agency for all employees working in classifications herein contained and agrees not to discriminate in any way against the members of said Locals on account of their Union affiliation.

### ARTICLE 2

#### §1 - Exclusive Representative

The Employer recognizes and acknowledges that the above Local Union, affiliated with the Southern Conference of Teamsters is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act as amended.

#### §2 - Union Shop

All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the date of the execution of this subsection whichever is the later. This provision shall

be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, as amended, but not retroactively.

### §3 - Additional Employees

When the Employer needs additional employees, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

### §4 - State Requirements

No provision of this Article shall apply in any State to the extent that it may be prohibited by State Law. If under applicable State Law additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

### §5 - Invalidity

If any provision of this Article is invalid under the law of any State wherein this Agreement is executed, such provision shall be modified to comply with the requirements of State Law or shall be negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

### §6 - Amendments

To the extent such amendments may become permissible under Federal and/or State Law during the life of this Agreement as a result of legislative, administrative or judicial determination, all of the provisions of this Article for greater Union Security that would then be permissible shall apply.

### §7 - New Employees

The Employer agrees that each newly hired employee will be sent to the Union office before starting work for a referral card which shall be issued by the Union without obligation on the part of said applicant and the said applicant shall otherwise work under the provisions of this Agreement. This section shall not apply in the States of Arkansas and Texas.

### §8 - No Violations

Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.



#### §9 - Probationary Period

A new employee shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) days worked trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union Members. After the thirty (30) days worked, the employee shall be placed on the regular seniority list.

### ARTICLE 3

#### GRIEVANCE AND ARBITRATION

##### §1 - Filing Grievances

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

Step 1. By conference between the aggrieved employee, the Shop Steward and/or the Business Agent and the Plant Superintendent. If the dispute is not adjusted, the Plant Superintendent will be required to give an answer to the Union within five (5) working days.

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

Step 3. In the event the last step fails to settle the grievance, it shall be referred to a Board of Arbitration. There shall be a permanent Arbitration Board comprised of four members; two representing the Union and two representing the Employer. The Chairman of the Union Negotiating Committee and/or his appointee(s) shall represent the Union. The Branch Manager of Safeway Stores Industrial Relations Department and/or his appointee(s) shall represent the Company, representatives to serve as permanent Arbitrators and alternates shall be submitted in writing within ten days following the signing of this Agreement. The Board shall meet on a mutually agreeable date within fifteen (15) days after the request is made by the complaining party's Chairman.

Any majority decision reached by these permanent arbitrators shall be final and binding on both parties. However, if they are unable to reach an agreement another neutral party shall be selected within ten (10) days.

The procedure outlined below shall be followed in selecting the neutral arbitrator.

#### **\$2 - Appeal to Arbitration**

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

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

#### **\$3 - No Strikes**

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

#### **\$4 - Decision of Arbitrator**

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

#### **\$5 - Expense of Arbitration**

The expenses of the representatives appointed by the Union shall be paid by the Union and the expenses of the representative of the Employer shall be paid by the Employer. Any expense incurred by the fifth or neutral member will be borne equally by the Employer and the Union.

### **ARTICLE 4**

#### **PROTECTION OF RIGHTS**

\$1. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee or employees

refuse to go through or work behind a lawful picket line authorized by a Local Union.

§2. The Union agrees to give the Employer twenty-four (24) hours advance notice in writing of its intention to recognize or establish a picket line at the Employer's places of business before the picket line is established or recognized. The purpose of this notice is for the sole purpose of removing perishables only.

#### ARTICLE 5

#### SENIORITY

§1. Seniority rights shall prevail provided fitness and ability to perform the job are reasonably equal, in matter of job promotions layoffs, and recall in the Ice Cream Department.

The last person hired shall be the first laid off. The first person laid off shall be the last recalled.

§2. Seniority shall prevail for the following:

1. Selection of new jobs, permanent vacancies and starting times.
2. Selection of vacation periods.
3. In case of layoff and recall.
4. Call in for extra work or off-day work within the classification.
5. Selection of holiday work (excluding birthday, floating, anniversary) within the classification.
6. Performing bid work.
7. Overtime work on a daily basis, that exceeds 30 minutes, except in cases of emergency, within the classification.

#### §3 - Posting of Positions

To accomplish the selection of new jobs or permanent vacancies, such new jobs or vacancies shall be posted for a period of three (3) work days for bid.

#### §4 - Assignments

(a) The employee with the highest seniority who bids on the job shall receive the job provided he is qualified to perform the work. Assignments will be made within three (3) days after the closing of bids. During bidding period, and until the new employee is installed in job, the employer will designate employee to fill vacancy.



If, within the trial period of thirty (30) days, the employee is disqualified, he will be changed back to his former job at former rate of pay.

(b) After an employee successfully changes positions through a bid, there will be a six (6) months waiting period before the employee can exercise another bid

(c) In the event that the employees former job is eliminated or no vacancies exist and the employee cannot qualify, the parties agree to meet and resolve.

#### \$5 - Loss of Seniority

Seniority shall be broken only by discharge; voluntary quit; layoff of more than one (1) year; personal leave of absence of more than two (2) years. In the event of a layoff, an employee so laid off shall be given seven (7) days notice of recall mailed to his last known address . In the event the employee fails to make himself available for work at the end of said seven (7) days, he shall lose all seniority rights.

#### \$6 - Seniority List

A list of employees arranged in the order of their seniority, with seniority dates, shall be posted in June and December each year in a conspicuous place, with a copy to Local Union. Any controversy over the seniority standing of an employee on the seniority list shall be taken up within thirty (30) days and if no agreement can be reached, it will be submitted to the grievance procedure for settlement. Failure of employee to protest position within the above specified time limit shall forfeit right to protest.

#### \$7 - Layoff

In case of layoff, employees shall be given two (2) days notice in writing prior to the end of employee's work week, or two (2) days pay in lieu of such notice, with a copy to the Local Union affected.

### ARTICLE 6

#### \$1 - Maintenance of Standards

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions

of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

#### \$2 - Extra Agreements

The Employer agrees not to enter into any agreement or contract with his employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. The Employer is permitted to make and enforce any reasonable Company rules which do not conflict with the provisions of this Agreement. The Local Union shall be furnished a copy of such rules and unless protested by the Local Union in writing within ten (10) working days after receipt of such rules shall become effective.

\$3 - All side agreements currently in existence that do not become part of the collective bargaining agreement shall be null and void.

#### \$4 - New Equipment

Where new types of equipment, for which rates of pay are not established by this Agreement, are put into use, rates governing such operations shall be subject to negotiations between the parties.

### ARTICLE 7

#### UNIFORMS

Should any employee coming under the jurisdiction of this contract be required to wear special uniforms, the same shall be furnished and maintained at the Employer's expense. All employees working in the hardening room shall be furnished the necessary equipment and the equipment shall be maintained at the Employer's expense.

Employees will wear safety equipment required and furnished by the Company.

### ARTICLE 8

#### ILLNESS

#### \$1 - Job Protection

It is further agreed that any employee covered by this contract who may be absent from work on account of personal illness, not to exceed two (2) years, which has been properly reported, on his return will be given the job he was on before such illness occurred, provided he is physically able to perform his previous work.

#### \$2 - Reporting



Each employee shall notify his Department Head when absent or unavoidably detained from reporting to work not later than the start of his scheduled work shift.

### §3 - Sick Leave

The Company policy on sick leave shall apply for all employees coming under jurisdiction of this Agreement. Only actual time lost because of illness or accident for which sick pay is received will be charged against employee's accrued sick leave.

No sick leave payment will be made for the first three (3) days of illness to those employees who have less than thirty (30) days of accrued sick leave.

Employees with thirty-one (31) days or more of accrued sick leave shall have first (1st) day sick leave.

All employees who have accrued sick leave in excess of sixty (60) days as of December 1st of each year shall be paid for any unused sick days in excess of sixty (60) days up to a maximum of twelve (12) days per year. Pay off of unused sick leave shall be made the second week in December of each year.

All employees confined to a hospital shall receive sick leave benefits from the first day of confinement.

## ARTICLE 9

### DAMAGE AND DEFECTIVE EQUIPMENT

#### §1 - Loss or Damage

Employees shall not be required to pay for the loss or damage unless such loss or damage was due to a willful act on the part of the employee which can be proven to the satisfaction of the grievance committee.

#### §2 - Unsafe Equipment

Employees shall not be required to operate any equipment that is not mechanically safe to operate.

## ARTICLE 10

### VACATIONS

#### §1 - Schedule of Benefits

It is agreed that all employees coming under the jurisdiction of this Agreement, shall at the end of fifty-two (52) weeks continuous service

with the firm be entitled to one (1) week vacation with pay. All employees with three years continuous service shall be entitled to two (2) weeks vacation with pay. All employees with five (5) years continuous service shall be entitled to three (3) weeks vacation with pay. All employees with fifteen (15) years continuous service shall be entitled to four (4) weeks vacation with pay. All employees with twenty (20) years continuous service shall be entitled to five (5) weeks vacation with pay; employees to pick their vacation by order of seniority, and said period to have the approval of their employer.

#### §2 - No Loss of Benefits

At the end of fifty-two (52) weeks service or three (3) years service, or five (5) years service or fifteen (15) years service, or twenty (20) years service, whatever the length of service, if an employee either resigns or is discharged before taking his vacation, he shall have one (1) weeks pay or two (2) weeks pay, or three (3) weeks pay, or four (4) weeks pay or five (5) weeks pay, in lieu of same.

#### §3 - Absence

Absences during the anniversary year not in excess of thirty (30) consecutive days shall be considered as time worked when computing vacation eligibility. The Company may require an employee to make up absences in excess of thirty (30) consecutive days not compensated for in an anniversary year.

#### §4 - Anniversary Date

All employees with three (3) or more years of service shall have January 1st of each year as their anniversary date for the purpose of selecting vacation. Employees who quit or terminate after their vacation, but before their employment anniversary date shall reimburse the company or the company may withhold from his final check the amount of prepaid, unearned vacation on a pro rata basis.

§5. Employees with three (3) or more years of service who quit or terminate will be entitled to pro rata vacation pay except in cases of dishonesty. Pro rata will be two (2) weeks equal  $\frac{1}{6}$  of a week's pay per month of service, three weeks equal  $\frac{1}{4}$  of a week's pay per month of service and four (4) weeks equal  $\frac{1}{3}$  of a week's pay per month of service and five (5) weeks equal  $\frac{5}{12}$  of a week's pay per month of service.

\$6. At least ten percent (10%) of the employees on a departmental basis will be allowed to go on vacations at any one time except at least five percent (5%) will be allowed to go on vacation the week prior to the holiday. However, at least one (1) will be allowed to go on vacation in either regular weeks or holiday weeks.

## ARTICLE 11

### LEAVE OF ABSENCE

#### \$1 - Union Activity

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any other capacity or other official Union business not to exceed thirty (30) days, providing twenty-four (24) hours written notice is given to the Employer by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities due consideration will be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

#### \$2 - Personal Leave

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. Failure to comply with this provision shall result in complete loss of seniority rights of the employee involved. Any employee using a leave of absence as a subterfuge shall forfeit his seniority rights and job. An employee shall not accept employment elsewhere when on leave of absence unless mutually agreed upon between the Employer and the Union. Inability to work because of injury while on duty shall not result in loss of seniority rights.

#### \$3 - Pregnancy Leave

Company will comply with Federal Law.

## ARTICLE 12

### JURY DUTY



The Employer agrees to pay a full day's pay at straight time hourly classification rates for each day an employee is required to serve and does serve on any jury, provided the employee is scheduled to work on the day or days actually served on the jury.

#### ARTICLE 13

##### SCHEDULE OF WAGES AND HOURS

Exhibit "A" attached hereto and made a part hereof.

#### ARTICLE 14

##### HOLIDAYS

###### §1 - Schedule of Benefits

All employees shall receive eight (8) hours pay for the following holidays without working on such days:

New Year's Day	Christmas Day
Memorial Day	Employee's Birthday
Fourth of July	Two (2) Floating Holidays
Labor Day	Anniversary Date
Thanksgiving Day	

Employees with one or more years of service shall be granted their Anniversary Date under the same terms as Birthday Holiday.

###### §2 - Holiday Work

Work performed on these holidays shall be paid for at the rate of one and one-half (1-1/2) times the straight time hourly rate, which shall be in addition to the regular holiday pay. The regular holiday pay may be used in making up the weekly guarantee, however, the premium pay for holiday work shall be in addition to the regular weekly guarantee.

###### §3 - Qualifications for Pay

Any employee failing to report for work the scheduled work day preceeding the holiday and/or the scheduled work day following the holiday shall not receive pay for such holiday except in cases of excused absence or absence due to sickness not to exceed thirty (30) days or on job injury not to exceed six (6) months.

###### §4 - Holiday on Sunday

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

#### \$5 - Holiday in Vacation

Each employee covered by this Agreement shall be given an extra day's pay or an additional day's vacation with pay when a holiday occurs in his vacation week(s).

During the holiday week the guarantee shall be accomplished in the first four (4) days worked, excluding time worked on the holiday.

#### \$6 - Overtime Holiday Week

Time and one-half (1-1/2) will be paid for all hours worked in excess of thirty-two (32) in any holiday week.

#### \$7 - Holiday Period

For the purpose of determining premium pay for work performed on a holiday the contractual holiday shall be from 12:01 AM to 12:00 PM midnight of the holiday.

#### \$8 - Floating Holidays

Employees with one (1) or more years of service shall be granted two (2) floating holidays each year. The day selected by the employee shall be given to the Employer two (2) weeks in advance on forms provided by the Company. The Employer shall not be required to grant the floating holiday in a holiday week. The Company shall not be required to allow more than 5% of the employees on a departmental basis to observe the floating holiday on the same day.

#### \$9 - Employees' Birthday

The Employer and the Union agree that employees will be allowed to observe their birthday holiday on another day in the same week or the week following. Where employee has a birthday in the same week of another holiday the Employer agrees to pay time and one-half (1-1/2) the regular rate of pay for all hours worked in excess of twenty-four (24) hours in the holiday week.

Employees shall notify department heads one week prior to their birthday holiday on forms provided by the Company. The Anniversary Holiday, shall be observed in a similar manner.

#### \$10 - Revised Work Schedule

The Company maintains the right to adjust or modify work schedules for all employees during a holiday week.

During holiday weeks the Company will be allowed to change work schedules provided the revised work schedule is posted not later than Wednesday noon the week preceding the holiday week or unless otherwise mutually agreed and all other provisions of the contract have been complied with.

#### ARTICLE 15

##### UNION LIABILITY

It is agreed that there will be no strikes on the part of the Union or lockouts on the part of the Employer pending settlement of a dispute in accordance with this grievance procedure herein established.

It is further agreed mutually that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppage of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of discipline short of discharge and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Company shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement. It is further agreed and understood that the Local Union shall not be liable for any strike, breach or default in violation of this Agreement not authorized by the Local Union.



## ARTICLE 16

### REST PERIOD

There shall be two (2) fifteen (15) minute rest periods daily; one during the first part of the shift and one in the second part.

Where employees are going to work ten (10) hours or more in one day, an additional fifteen (15) minute rest period will be provided.

Where it is known employees are going to work ten (10) hours or more, the third (3rd) fifteen (15) minute rest period will be taken at the end of eight (8) hours.

## ARTICLE 17

### FUNERAL LEAVE

In the event of death in an employee's immediate family (employee's parents, spouse, children, brothers, sisters, father-in-law, mother-in-law, grandchildren or grandparents), the employee shall be entitled to be absent from work for such time as is necessary to make arrangements for and attend the funeral up to a maximum of three (3) days. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Such absentee compensation shall not include pay for lost overtime, vacation time, or premium pay. It shall include paid holiday pay and night premium pay. It is understood that an employee will be allowed one (1) day off to attend the funeral of other close relatives with pay for working time lost. Close relatives under this Article shall mean brother-in-law, sister-in-law, niece, nephew, uncle, aunt, first cousins and spouse's grandparents. Dishonesty under the Article shall result in discharge.

## ARTICLE 18

### CHECK OFF

#### \$1 - Union Deductions

The Employer agrees to a check-off of Union membership dues consisting of monthly dues, initiation fees and uniform assessments, for all Union employees covered by this Agreement, provided that the Union delivers to the employer a written authorization, signed by the employee,

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

#### \$2 - Other Deductions

The Employer will recognize authorization for an annual D.R.I.V.E. deduction from wages to be transmitted to the Local Union. No such authorization shall be recognized if in violation of State or Federal law.

### ARTICLE 19

#### STEWARDS

#### \$1 - Designation

The Employer recognizes the right of the Union to designate stewards and alternates.

#### \$2 - Authority

The authority of stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The collection of dues when authorized by appropriate Local Union action.

3. The transmission of such messages, and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information

- (a) have been reduced to writing, or,

- (b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns,

refusal to handle goods, or any other interference with the Employer's business.

Stewards and alternates have no authority to take strike action, or an other action interrupting the employer's business, except as authorized by official action of the Union.

### §3 - Unauthorized Actions

The Employer recognizes these limitations upon the authority of stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline including discharge, in the event the steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

## ARTICLE 20

### BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

## ARTICLE 21

### EXAMINATIONS

Physical, mental, or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs, and shall be responsible to regular employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case only for those hours in excess of said two (2). Examinations are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours. The Employer reserves the right to select its own medical examiner or physician, but the Union may, if it believes an injustice has been done an employee, have the employee re-examined at the Union's expense. If the two doctors do not agree, these doctors shall select a third doctor, whose decision shall be final and binding.



## ARTICLE 22

### PAY PERIODS

All regular employees covered by this Agreement shall be paid in full each week. Not more than seven (7) calendar days shall be held back on an employee.

## ARTICLE 23

### WORKMENS COMPENSATION

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

When an employee is injured on the job he will be paid the rest of the scheduled day, not to exceed a combined total of forty (40) hours for the week.

## ARTICLE 24

### MILITARY CLAUSE

The employees employment relationship with the Employer shall be subject to the Selective Service Training Act of 1940, including the subsequent admendments thereto.

## ARTICLE 25

### POSTING OF AGREEMENT

A copy of this Agreement shall be posted by the Employer at the Employer's Plant or Branch Offices if requested by the Union in writing.

## ARTICLE 26

### VISITATION PRIVILEGE

#### §1 - Examination of Records

Should any controversy arise pertaining to the computation of compensation due any employee subject to the terms of this Agreement the Employer agrees to make available to the Union original time sheets for such employees.

#### §2 - Access to Premises

Upon notification to the Employer, any accredited Union official shall be granted access to the Warehouse during working hours for the purpose of satisfying himself that the terms of this Agreement are being complied with. The Union officials will not abuse this privilege.

## ARTICLE 27

### DISCHARGE AND SUSPENSION

#### §1 - Cause for Action

The Employer shall not discharge nor suspend nor take any other disciplinary action as respects any employee without just cause, but in respect to discharge, suspension, or other disciplinary action shall give at least a verbal warning in the presence of the Steward and one warning notice of the complaint against such employee to the employee in writing, with a copy of same to the Union affected, except that no verbal or written warning notice need be given to an employee before he is suspended or discharged if the cause of such suspension or discharge is dishonesty or drinking of or under the influence of alcoholic beverages or narcotics while on duty, or carries or permits the carrying of illegal drugs or narcotics on his person or equipment that is prohibited by State or Federal law, or drinking of alcoholic beverages on Company property or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers, permitting unauthorized persons to assist in unloading, or failure to perform regular duties as assigned.

#### §2 - Written Notice

Discharge, suspension, or other disciplinary action must be by proper written notice to the employee and the Union affected. Warning notices shall have no force or effect after six (6) months from the date of issue.

#### §3 - Investigation

Any employee may request an investigation as to his discharge, suspension, or other disciplinary action. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and, subject to the facts, he may be compensated at his usual rate of pay while he has been out of work, or otherwise made whole for loss or injury suffered as a result of any unjust discharge, suspension or other disciplinary action.

#### §4 - Appeal of Action

Appeal from discharge, suspension or other disciplinary action must be taken within five (5) days by written notice and a decision reached within ten (10) days from the date of discharge or suspension. If no decision has been rendered within ten (10) days the case shall then be taken up as provided for in Article 3 of this Agreement.

#### §5 - Garnishment Action

In the event of notice to the Employer of a garnishment against an employee the Employer will notify the employee in writing of said garnishment. If the employee fails to secure a release of the garnishment within seventy-two (72) hours (excluding weekend and holidays) from the time of notice from the Employer and the employee shall be subject to a warning notice. If the employee secures a release within the seventy-two (72) hours no action shall be taken. If the employee receives a second garnishment within six (6) months of the issuance of a warning letter and fails to secure release within seventy-two (72) hours from notice from Employer (excluding weekend and holidays) he shall be subject to discharge.

### ARTICLE 28

#### TRANSFER OF COMPANY TITLE

The Union and the Employer agree to abide by the following procedure on seniority in the event that the Employer absorbs the business of another Company:

(1) In the event a Company absorbs the business of another Company, the employees of the Company absorbed may transfer to absorbing Company and be placed on the regular seniority list. The seniority list of both Companies shall be consolidated.

(2) In the case of two or more companies incorporate or consolidate, the same provisions as in Subsection (1) hereof shall prevail.

(3) If the minimum wage, hours, and working conditions in the Company absorbed differ from those minimums set forth in this Agreement, the higher of the two shall remain in effect.

### ARTICLE 29

#### SEPARABILITY AND SAVINGS CLAUSE



If any Article or Section of this Agreement or any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

#### ARTICLE 30

##### MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control warehouse operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities are vested in the Employer, provided however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discriminating against any employee, or for the purpose of invalidating any contract provision.

#### ARTICLE 31

##### PENSION

Effective for the month of November, 1983, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION

FUND the sum of fifty-five dollars (\$55.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. The amount of such contribution shall be increased in the months of June, 1984 and June, 1985, if necessary to maintain the present level of benefits.

This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Central States Areas Agreements to which Employer who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each week on each regular or extra employee even though such employee may work only part time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Action for delinquent Pension contributions may be instituted by the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collections.

#### ARTICLE 32

##### NO DISCRIMINATION

The Company and its representatives shall not discriminate against any employee on account of race, sex, creed, nationality, age or on account of any legitimate Union activity.

The Union, its Officers and members shall not discriminate against any employee on account of race, sex, creed, nationality, age or on account of Union affiliation.

#### ARTICLE 33

##### INSURANCE

The Company Group Insurance Plan shall be in effect during the life of this Agreement. The Company's dental program shall be in effect for employees covered under the bargaining unit.

Employees shall become eligible for dental coverage the first of the month following six (6) months of full time service.

#### ARTICLE 34

##### MANAGEMENT TRAINEE

The Company is permitted to use management trainees (limit 2) to perform work covered by the contract provided that an employee in the bargaining unit is assigned to the trainee to instruct and teach the work to the trainee.

The trainee shall not be a member of the bargaining unit.

The trainee will not be used in a supervisory capacity until removed from trainee status.

#### ARTICLE 35 - BAIL

ICS CREAM

Not applicable to ~~Milk~~ Plant.

#### ARTICLE 36

##### LUNCH PERIOD



All employees shall be allowed a lunch period of not more than one hour or less than thirty (30) minutes approximately in the middle of their shift.

#### ARTICLE 37

##### CASUAL EMPLOYEES

\$1. Casual employees shall not exceed fifteen percent (15%) of the fulltime work force.

\$2. Casual employees shall not be subject to any Articles of this Agreement except Article 2, Sections 1, 2, 3, 4, 5, 6, 7, 8; Article 18 and the appropriate wage rates contained in Schedule "A".

\$3. Each casual employee shall be worked a minimum of four (4) hours when scheduled or called to work.

\$4. The Employer has the right to schedule casual employees subject to the needs of the business and to replace absent employees whatever the reason (such as sickness, vacation, personal holidays, jury duty, funeral leave, etc.)

\$5. Fulltime employees on layoff status shall have seniority over casual employees in filling any fulltime or part-time work that may exist under the same conditions as above. Fulltime employees reduced to casual status shall continue recall rights from the last date worked, provided such employee regularly works as a casual. Reduced fulltime employees shall receive other fringe benefits per the agreement. Vacations shall be paid on a pro-rata basis.

\$6. If during any period when a fulltime employee is on lay-off status, a casual employee is scheduled or works forty (40) hours for four (4) consecutive weeks, the senior fulltime employee on layoff shall be returned to fulltime status.

\$7. This provision shall not apply to the Trucking Departments, Truck Repair Shops (where applicable) and the Tulsa and Little Rock Plant Clerks.

#### ARTICLE 38

##### TERMINATION

\$1 - Duration

This Agreement shall be in full force and effect from June 12, 1983, to and including June 14, 1986, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

§2 - Revisions or Termination Notice

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 14, 1986 or June 14 of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

§3

The representative parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 9th day of July, 1984.

SOUTHERN CONFERENCE OF TEAMSTERS  
NEGOTIATING COMMITTEE

SAFEWAY STORES, INC.

E. L. Jennings Jr.  
EARL L. JENNINGS, CHAIRMAN

Geo Snow  
LOCAL UNION 886

G. C. Hull  
LOCAL UNION 523

Rusty Steps  
LOCAL UNION 577

Don Death  
LOCAL UNION 745

[Signature]

A. P. Donnan

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LOCAL UNION 878

David D. King

LOCAL UNION 941

A.W. Parker Ed

LOCAL UNION 968

LOCAL UNION NO. 886

BY Leo Snow

ITS Vice President

SAFEWAY STORES, INCORPORATED

BY \_\_\_\_\_

ITS \_\_\_\_\_



# SCHEDULE A

## SECTION A - ICE CREAM PLANT CLASSIFICATIONS

### OKLAHOMA CITY, OKLAHOMA

The following shall be the guaranteed minimum rates of pay and hours of work, except that employees hired after October 30, 1983 will be paid eighty percent (80%) of the maximum classification rate during the first six (6) months of employment. Ninety percent (90%) of the maximum classification rate during the second six (6) months of employment. One hundred percent (100%) of the maximum classification rate after twelve (12) months employment.

<u>Effective Dates:</u>	<u>6-12-83</u>	<u>6-10-84</u>	<u>6-09-85</u>
<u>CLASSIFICATION</u>			
<u>GROUP 1</u> Hardening Room Foreman Production Foreman	12.47	12.82	13.17
<u>GROUP 2</u> Mixer, Freezer Operator, Vitaline Operator, Set Up 1st 6 months Thereafter	11.82 12.17	12.17 12.52	12.52 12.87
<u>GROUP 3</u> Hardening Room Man, Utility Man, Cleanup Man, Flavorman Receiver 1st 6 months Thereafter	11.65 11.85	12.00 12.20	12.35 12.55
<u>GROUP 4</u> Packers 1st 6 months 2nd 6 months Thereafter	9.13 9.39 9.65	9.48 9.74 10.00	9.83 10.09 10.35
Maintenance Men: 1st 6 months 2nd 6 months 3rd 6 months 4th 6 months Thereafter	12.51 12.68 12.83 13.03 13.19	12.86 13.03 13.18 13.38 13.54	13.21 13.38 13.53 13.73 13.89

Maintenance is to be established as a separate department.

## SECTION B - HOURS OF WORK

(A) Work Week

The guaranteed work week of forty (40) hours for all regular employees shall be accomplished in five (5) days or less, with at least two (2) consecutive off days.

The Company will be allowed to schedule employees on the basis of four (4) ten (10) hour days, four (4) nine (9) hour days and one (1) four (4) hour day or five (5) eight (8) hour days.

The Company will post a work schedule for all regular employees for the following week not later than the end of the work week. Such work schedule will designate days and hours to be worked and will not be changed except where such change is predicated by circumstances beyond the control of the Employer.

(B) Daily Overtime

One and one-half (1-1/2) times the regular rate will be paid for time worked in excess of the scheduled work week or work day.

(C) Weekly Overtime

Any hours worked in excess of forty (40) hours in any one week will be paid at the rate of time and one-half (1-1/2).

(D) All time worked on an employee's first day off shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay.

All time worked on an employee's second day off when he was worked on his first day off that week will be paid for at two (2) times the regular rate of pay.

For employees on a four (4) ten (10) hour day schedule, all time worked on an employee's first and second day off shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay.

All time worked on an employee's third day off shall be paid for at the rate of double (2-times) time when he was worked on his first and second day off.

(E) Call In Guarantee

Any employee called to work shall be guaranteed four (4) hours work or four (4) hours pay in lieu of work.

(F) Beyond Control

It is understood that the guarantee is contingent on no lateness or absence due to other personal reasons of the employee. It is further understood that this guarantee shall not apply in the case of partial or

complete shutdown resulting from fire, flood, strike, or other circumstances which are beyond the control of the Employer.

(G) Night Premium

Any employee who begins or ends his regular shift after 6:00 PM or before 6:00 AM shall receive twenty cents (20¢) per hour premium pay for all hours worked between 6:00 PM and 6:00 AM.

(H) Freezer-Locker Pay

Not applicable to Ice Cream Plant.

(I) Supervisors

Supervisors not covered by this Agreement shall not be directed or permitted to perform work covered by this Agreement except in case of emergency or the training of new employees by supervision.

(J) Where employees are worked in a higher classification they shall receive the rate of pay for the higher classification for the actual time worked. Where employees are worked in a lower classification, they shall receive their regular rate of pay for all work performed.

(K) It is further agreed that employees hired during summer months will accumulate seniority during those months, but not accumulate seniority from one year to the next.

(L) Any regular employee laid off, due to a reduction of work, shall be considered a casual employee until recalled as a regular employee. Extra or casual employees will not be used when full time employees are available.

SECTION C

For all employees on a four (4) ten (10) hour day schedule, the figure ten (10) will be substituted wherever figure eight (8) appears or is referred to as to Jury Duty, Funeral Leave, Sick Leave, Holiday Pay, etc.