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RETAIL CLERKS UNION, LOCAL 201

EUGENE AREA GROCERY, BAKERY AND NON-FOODS CLERKS

WORKING AGREEMENT

THIS AGREEMENT is entered into and is effective on this _____ day of _____, 1979, between _____, referred to hereinafter as the "Employer", and Retail Clerks Union, Local 201, Eugene, Oregon, chartered by the Retail Clerks International Union, AFL-CIO, referred to hereinafter as the "Union".

Unless otherwise specified, all Contract language changes shall be effective the second (2nd) Sunday after signing of this Agreement.

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

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

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

ARTICLE I - NON-DISCRIMINATION

1.01 The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination, and will not discriminate against any employee or applicant for employment because of such person's race, religion, color, national origin, sex or age.

1.02 Any reference to gender in this Agreement includes both genders.

1.03 Both Parties recognize that in all cases of conflict between TITLE VII and any provision of the Contract, or any practice under any provision of this Contract, TITLE VII shall prevail. If the Company is required by Executive Order No. 11246, as amended, and Revised Order No. 4, to develop and implement an Affirmative Action Program, and in the event of any conflict between the provision of such program and any provision of the Contract, or any practice under any provision of the Contract, the Affirmative Action Program shall prevail.

ARTICLE II - RECOGNITION AND BARGAINING UNIT

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees in the appropriate bargaining unit herein defined. Bargaining unit shall include all employees within the jurisdiction of Retail Clerks Local 201 covered by the wage schedule and classifications as outlined in Schedules "A", "B" and "C" for all present and future stores of the Employer in Lane County in the State of Oregon.

2.02 Bona fide store owners, location manager and assistant manager shall not be members of the Union, not to exceed two (2) in any one store, except by mutual agreement between the Employer and the Union.

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ARTICLE III - UNION SECURITY

3.01 It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing (through regular payment of initiation fees and dues) on the effective date of this Agreement, shall 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 through regular payment of initiation fees and dues to the Union. For the purpose of this paragraph, the execution date of this Agreement shall be considered as its effective date. E 9-10
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3.02 Upon the failure of any employee to comply with any provision of Article III, paragraph 3.01, of this Agreement, the Union may then notify the Employer in writing of such failure, and after seven (7) days the employee shall neither be continued in employment thereafter, nor rehired, until such employee is in good standing in the Union, as defined. The Union agrees to hold the Employer harmless for discharges made pursuant to this Article.

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

ARTICLE IV - BARGAINING UNIT WORK

4.01 No receiving, marking, stocking or displaying of Employer's merchandise shall be done by suppliers' representatives, salesmen or other non-employees of the Employer. This shall not apply to drivers or driver-salesmen engaged in servicing the store with their own merchandise directly from the delivery vehicle, nor to servicing of bakery products by the supplier, nor to preparation for store grand openings and merchandise resets or revamps. 8 5/8

ARTICLE V - HOURS OF WORK, OVERTIME, PREMIUM RATES

5.01 The basis straight time work week shall consist of forty (40) hours to be worked in five (5) eight (8) hour days, Sunday through Saturday. The basic straight time work day shall consist of eight (8) hours to be worked within nine (9) consecutive hours, except for a scheduled, uninterrupted meal period not to exceed one (1) hour, at as near as is practical the middle of the work shift, except that no employee shall be scheduled for more than five (5) hours without a meal period. F 9-10
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5.02 All work performed in excess of eight (8) hours per day and forty (40) hours in the basic straight time work week, shall be compensated for at the overtime rate of pay of time and one-half (1-1/2) the employee's regular straight time hourly rate of pay.

5.03 When an employee works six (6) days during the basic straight time work week, time and one-half (1-1/2) the employee's regular straight time hourly rate of pay shall be paid for the day on which the least number of hours were worked. F 27-29
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5.04 All work performed on Sundays between 12.01 a.m. and 11:59 p.m. shall be paid for at the rates specified for Sunday work in the appropriate schedules. F 30-31
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5.05 In any week in which a holiday occurs, the basic work week shall consist of thirty-two (32) hours, to be worked in not more than four (4) eight (8) hour days, exclusive of the holiday.

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

5.07 Employees, except Container Clerks, shall be guaranteed work for four (4) hours, or pay in lieu thereof, on each day that they report to and remain available for work as scheduled, provided that they are available for four (4) hours work. Any minimum hours requirement established under this Article shall be waived if work ceases to be available due to emergency beyond the control of the Employer. G-16-12
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5.08 Employees working more than a six (6) hour day shall be given two (2) ten (10) minute uninterrupted rest periods per day. Employees working four (4) hours or less shall be given one (1) ten (10) minute uninterrupted rest period per day. Such rest periods shall be on the Employer's time and shall be limited to ten (10) minutes. G-21-22
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5.09 Premium Hours. Premium rates of pay set forth herein shall apply to all work performed by employees during premium time hours, as follows:

- a. Holidays: Employees who work on holidays shall receive their holiday pay, plus time and one-half (1-1/2) for the hours worked. An employee who works on the holiday shall not be required to take another day off in lieu of the holiday. G-31-33
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- b. Evening Premium: All work performed after 7:00 p.m., and before 7:00 a.m., shall be paid for at thirty-five cents (35¢) per hour premium, in addition to the regular hourly rate of pay. Premium pay in addition to overtime pay shall not be required. 7

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

5.11 In formulating the work schedule of any employee, a minimum of ten (10) hours shall be scheduled between two (2) consecutive work shifts. Work performed prior to the ten (10) hours between the two (2) work shifts, when so scheduled by the Employer, shall be paid at the rate of time and one-half (1-1/2).

5.12 Employees required or requested by the Employer to attend promotional sales meetings, training meetings, or other store business meetings, shall be paid at the straight time hourly rate of pay. This shall be limited to four (4) meetings per year.

ARTICLE VI - SENIORITY

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

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

6.02 Seniority shall be defined as length of continuous employment with the Employer. Seniority shall be applied on an individual store basis by classification. Seniority, as defined above, shall apply in the reduction of the number of employees in the same classification in a store performing comparable work, providing qualifications and ability are equal. Temporary absence from work (up to sixty (60) days) shall not break seniority. Seniority may be broken only by quit, justifiable discharge, failure to return to work after temporary absence, or failure to return to work in accordance with the terms of leave of absence. Employees shall be recalled to work in reverse order of layoff, subject to the same conditions outlined above.

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

6.04 Employees displaced by store closure or sale shall be considered for work at another store in the area of the same Employer, in accordance with their Company seniority prior to hiring new employees. Employees transferred to such store within six (6) months prior to closure or sale shall be allowed to return to their former store location in accordance with their Company seniority as vacancies occur. The foregoing shall be limited to six (6) months after store closure or sale. If the operation of the foregoing creates hardship for either party, then the Parties agree to meet, to discuss and attempt to resolve such situation.

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

ARTICLE VII - WAGES

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

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

7.03 No employee who, as of February 1, 1976, was receiving more than the rate of wages designated in Appendix "A" of this Agreement, shall suffer a reduction of wages through the operation of or because of the adoption of this Agreement.

7.04 Prior Experience Credit.

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

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

(c) Journeyman. If less than two (2) years have elapsed, employee shall be considered as a Journeyman. If two-to-three (2-3) years have elapsed, employee shall be considered a Step 4 Apprentice; if three-to-four (3-4) years have elapsed, the employee shall be considered a Step 3 Apprentice for three (3) months and then be given Step 4 Apprentice rate for three (3) months, then given Journeyman rate. If more than four (4) years have elapsed, no credit shall be given.

(d) Prior hours of experience must be accurately claimed on the employment application. Comparable experience means having performed a substantially similar kind of work in a similar kind of store in the retail grocery industry. The burden of providing the proof of previous comparable experience rests solely with the employee. Should the employee fail to provide within forty-five (45) days of date of hire acceptable proof of previous comparable experience, any adjustment made thereafter shall be prospective only.

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

ARTICLE VIII - COST-OF-LIVING

8.01 Effective February 8, 1981, the following formula shall be applied to provide for wage increases based on a rise in the cost of living, if any:

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- (a) The cost of living adjustment shall be based on the B.L.S. All Urban Consumer All Cities C.P.I. (1967 = 100). The Index figure for January, 1980, shall be compared to the Index figure for December, 1980.
 - (b) The difference, if any, in excess of 5.87% shall be converted to points.
 - (c) For each full 0.4 point increase in excess of 5.87%, one cent (1¢) will be added to the Journeyman wage rate.

ARTICLE IX - HOLIDAYS

9.01 The following days shall be observed as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. 2 3 4 5 6

Should any of the negotiated holidays be designated by Federal Law to fall on certain days, then they shall be observed under this Contract on the days so designated by Federal legislation. 6-28-30 67c 7

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

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

9.04 To qualify for holiday pay, employees must have been on the Employer's payroll for six (6) months; must work in the holiday week; and, in addition, must work all scheduled work days in the holiday week unless unable to work due to bona fide illness, injury, emergency beyond the control of the Employer, or any reason acceptable to the Employer. In that event, the employee shall receive holiday pay just as though he had worked all scheduled hours and days in the holiday week.

9.05 Part-time employees, who have been on the Employer's payroll at least six (6) months and who work all scheduled work days in the holiday week, except as provided in paragraph 9.04 above, shall be entitled to holiday pay in accordance with average hours worked per week in the four (4) weeks preceding the holiday in question, as follows:

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

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

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

ARTICLE X - VACATIONS

10.01 Vacation is a work earned benefit. All regular full-time employees, on their first (1st) anniversary date of continuous employment with an Employer, shall be entitled to one (1) week of vacation with pay. 6-30-37 10

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

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

10.04 Effective February 4, 1981, after their fifteenth (15th) anniversary date of continuous employment, all regular full-time employees with anniversary dates of employment falling on or after February 4, 1981, shall be entitled to four (4) weeks of vacation with pay.

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

10.06 Regular full-time employees and regular part-time employees, as defined above, who either terminate, or are terminated, after one (1) year of continuous employment for reasons other than dishonesty or drunkenness on the job, or proven illegal use of narcotics, shall be allowed prorated termination vacation pay for unpaid vacation rights, as follows:

- (a) After one (1) year of continuous employment, one-twelfth (1/12) of one (1) week of pay, for each month following the last anniversary date for his last vacation.
- (b) After two (2) years of continuous employment, one-twelfth (1/12) of two (2) weeks of pay for each month worked, following the last anniversary date for his last vacation.
- (c) After seven (7) years of continuous employment, one-twelfth (1/12) of three (3) weeks of pay for each month worked following the last anniversary date for his last vacation.
- (d) Effective February 4, 1981, after fifteen (15) years of continuous employment, one-twelfth (1/12) of four (4) weeks of pay for each month worked following the last anniversary date for his last vacation.

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

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

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

10.10 Time loss as a result of industrial accident will be considered as time worked for vacation purposes, not to exceed thirty (30) days.

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

ARTICLE XI - LEAVE OF ABSENCE

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

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

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

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

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

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

11.04 Leaves granted herein, except as provided above, shall not be for a period of time in excess of six (6) months unless extended by mutual agreement.

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

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

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

ARTICLE XII - SICK LEAVE

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

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

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

Bona fide illness - not hospitalized:

Third through seventh day - full day's pay.
Eighth through accrued amount - one-half day's pay for each of the first five (5) days in each succeeding seven (7) day period.

Bona fide illness - when hospitalized:

First day hospitalized through seventh - full day's pay to a maximum of five (5) days pay.
Eighth day through accrued amount - one-half day's pay for each of the first five (5) days in each succeeding seven (7) day period.

Injury - not hospitalized:

Third through accrued amount - one-half day's pay for each of the first five (5) days in each succeeding seven (7) day period.

Inury - when hospitalized:

First day hospitalized through seventh day - one-half day's pay to a maximum of five (5) one-half day's pay.
Eighth through accrued amount - one-half day's pay for each of the first five (5) days in each succeeding seven (7) day period.

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

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

12.06 If an employee is collecting Workers Compensation Temporary Disability Benefits, and such benefits are less than a full day's payment of the sick leave benefits in accordance with the provisions above, such employee shall only receive sick leave benefits in addition to such Workers Compensation Temporary Disability Benefits in amounts sufficient to equal a full day's net payment, but in no event in excess of his total earned sick leave hours.

12.07 Sick leave pay shall not be paid on holidays, vacations, or any other day on which the employee is drawing pay for time not worked. Such days shall not be considered as days for the purpose of establishing the date on which sick leave pay is to commence.

ARTICLE XIII - FUNERAL LEAVE

13.01 After having been employed by the Employer for sixty (60) or more days, regular employees shall be granted three (3) days off with pay at the normal daily rate to attend the funeral, during the employee's regularly scheduled hours, of a deceased member of his immediate family. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, present mother-in-law and father-in-law. Should the employee be notified on the job of such death, he will also get the remainder of that day off with pay.

ARTICLE XIV - JURY DUTY

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

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

ARTICLE XV -DISCHARGE

15.01 The Employer shall be the judge as to the competency and qualifications of his employees, and retains the right to discharge for just cause; provided, however, that no employee shall be discharged or discriminated against for any lawful Union activity, or for reporting to the Union the violation of any provisions of this Agreement; and provided, further, that any disputes arising over the discharge of any employee shall be subject to the arbitration clause of this Agreement. Before a regular employee is discharged for incompetency or failure to perform work as required, the employee shall be advised and given an opportunity to improve his or her work, except that a warning shall not be required for cash handling irregularities or failure to record sales. Should any dispute arise over the discharge of any employee, the grievance shall be presented in writing within fifteen (15) days of the date of discharge; otherwise, such right of protest shall be deemed to have been waived.

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15.02 Employees covered by this Agreement shall not be required to cross a lawful primary picket line recognized by Local 201; however, in the event of picketing at the Employer's place of business, the Union will give the Employer seventy-two (72) hours written notice of its intent to recognize a picket line that has been established.

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ARTICLE XVI - EMPLOYEE EVALUATION

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

ARTICLE XVII - GENERAL CONDITIONS

17.01 Protective rain jackets shall be provided for any employee required to perform work in the rain. +129
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17.02 The Employer agrees that employees shall not be required to contribute to charity, or any other causes, nor shall quotas be established by the Employer, whether for an individual employee or group of employees, or suggested amount of contributions be made by the Employer. Any contributions which may be made by employees for such purpose shall be purely voluntary.

17.03 Aprons, uniforms, or any special wearing apparel required by the employer, which is not suitable for street wear, shall be furnished and laundered by the Employer, except for the laundering of drip-dry garments which shall be done by the employee. E33
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17.04 The Union agrees to furnish the Employer with an official Union Store Card, the same to be and remain the property of the Union. The Employer shall display such Union Store Card and/or decals in an area accessible to the public.

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

17.06 Charges for required physical examination shall be borne by the Employer.

17.07 The Union shall have the privilege of posting notices of Union meetings on the employees' bulletin boards. E42
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17.08 After making their presence known to management, the representatives of the Union shall have the right to contact employees, so long as calls shall not interfere with proper service to customers.

ARTICLE XVIII - HEALTH AND WELFARE

18.01 The Employer agrees to pay the amount of \$59.10 per month, per eligible employee who has worked eighty (80) hours or more during the preceding month, into the Joint Labor-Management Retail Food Clerks Local 201 Health and Welfare Trust Fund, for the purpose of providing group insurance benefits for the employees covered by this Agreement.

18.02 Effective June 1, 1979 (May hours), the Employer contribution will be increased to \$62.60 per month per eligible employee, for the purpose of increasing room-rate benefits.

18.03 Effective February 1, 1980 (January hours), the monthly Employer contribution may be increased by to \$8.00 if needed to maintain the benefits in effect as of June 1, 1979.

18.04 Effective February 1, 1981 (January hours), the monthly Employer contribution may be increased by up to \$8.00 if needed to maintain the benefits in effect as of June 1, 1979.

18.05 Such health and welfare contributions are due and payable the first (1st) day of the month, however, if payment is not made by the twentieth (20th) of the month, it shall be considered a violation of this Agreement.

ARTICLE XIX - DENTAL

19.01 The Employer agrees to pay for each employee who has worked a minimum of eighty (80) hours during the preceding month, the sum of \$20.60 per month into the Joint Labor Management Retail Food Clerks Local 201, Health and Welfare Trust Fund, to provide a program of dental care for covered employees and their dependents.

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

ARTICLE XX - PENSION

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

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

ARTICLE XXI - ACCEPTANCE OF TRUSTS

21.01 The Employer and the Union accept and agree to be bound by the terms of the existing Health and Welfare and Pension Trust Agreements established under the terms of this Agreement. By this acceptance the Employer agrees to and shall become a party to each of said Trusts with the same force and effect as though the Employer had executed the original declarations. Further, the Employer accepts as his representatives for the purpose of these Trust Funds, the Employer Trustees serving on the Board of Trustees of said Trust Funds and their duly appointed successors. Any amendments that from time to time may be made to the aforesaid Trusts shall be binding upon the Employer.

21.02 Damages for Non-Payment. Insofar as payments by the individual Employer into Trust Funds provided in this Article of this Agreement, time is of the essence. The Parties recognize and acknowledge that the regular and prompt payment of amounts due by individual Employers to these Funds is essential to the operation of the Trusts and the provisions of benefits and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to these Funds and to the covered employees which will result from the failure of an individual Employer to make such monthly payments in full within the time provided.

Therefore:

(a) Any Employer who wilfully fails to make contributions to the Trust Funds in accordance with the requirements of this Article may be deemed by the Trustees to be in default. The phrase "wilfully fails to make contributions" means an intentional failure to contribute with the knowledge that such contributions are due. If the failure to contribute by the Employer is found by the Trustees to have been caused by a miscalculation or by lack of knowledge that the contributions are due or by a good faith belief that they are not due, the Employer will not be in default. The Trustees may, after written notice to an Employer, declare him to be in default.

(b) In the event that an Employer is held by the Trustees to be in default, the Trustees may in their discretion, without notice to said Employer, bring suit pursuant to this Article to recover the amounts due. An Employer in default shall pay all attorney's fees, court costs, disbursements and any other expenses necessarily incurred by the Trustees in recovering overdue contributions (whether or not court action is actually commenced) together with interest on the overdue contributions accruing from the date of default at the rate of ten percent (10%) per annum. Venue for actions by the Trustees against defaulting Employers shall be in Lane County, Oregon.

ARTICLE XXII - ARBITRATION

22.01 All matters pertaining to the interpretation of any and all of the provisions of the Agreement shall be adjusted by the accredited representative of the Employer and the accredited representative of the Union. In the event of

the failure of these Parties to reach a satisfactory adjustment, the matter shall be referred within fifteen (15) days for final adjustment to a Joint Conference Board selected as follows:

22.02 Two (2) members selected by the Employer, who are from a separate Company, and two (2) members selected by the Union, who are not paid representatives of Local Union 201. It is further understood that by mutual agreement between the Company and the Union, this Conference Board step may be waived.

22.03 In the event the four (4) member Board fails to reach an agreement within a period of ten (10) days, it shall be dissolved and either Party may request the Director of the Federal Mediation and Conciliation Service to nominate a panel of eleven (11) Arbitrators. Any matter not referred by the moving Party to arbitration within ten (10) calendar days after the dissolution of a Joint Conference Board shall be deemed to be untimely and a right to arbitration waived. Within five (5) days after receipt of the names of such panel, representatives of the Parties shall meet and each Party shall alternately strike a name from the list of nominees until one (1) remains. The Parties shall inform the said Director of the result, and the remaining nominee shall be designated by the said Director as the Arbitrator. The decision of the Arbitrator shall be final and binding.

22.04 The fees and expenses of the Arbitrator so selected shall be borne jointly by the Employer and the Union. Either Party may obtain a transcript of the arbitration at the Party's expense and for that Party's sole use, unless the other Party wishes a copy, in which case the expense of the transcript shall be shared equally.

22.05 By mutual agreement between the Company and the Union, the time limits referred to in the paragraphs above may be extended.

22.06 The jurisdiction and authority of the Joint Conference Board or Arbitrator of a grievance, and the opinion and award, shall be confined exclusively to the interpretation of the explicit provision, or provisions, of this Agreement at issue between the Union and the Company. Neither the Joint Conference Board nor the Arbitrator shall be vested with the power to change, modify or alter any of the terms of this Contract.

22.07 The award in writing of the Joint Conference Board or Arbitrator within the scope of the authority provided in this Agreement, shall be final and binding on the aggrieved employee or employees, the Union and the Company.

22.08 Any grievance or disputes between the Parties must be submitted in writing to the other Party within thirty (30) days of the day in which the incident giving rise to said dispute or grievance occurred; otherwise, the Party foregoes any right of appeal under this Agreement.

ARTICLE XXIII - AMICABLE RELATIONS

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

ARTICLE XXIV - FREE WORK PROHIBITIONS

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

ARTICLE XXV - NATIONAL HEALTH LEGISLATION

25.01 In the event of the passage of Federal legislation, during the term of this Agreement, implementing a National Health Program, the Employer shall assume the entire cost thereof. If such National Health Program does not provide the same level of benefits then existing under the Local 201 Welfare Trust, the Employer shall continue to pay monthly contributions to the Local 201 Welfare Trust as will be sufficient to fund the difference in benefits.

ARTICLE XXVI - SEPARABILITY

26.01 Should any portion of the Agreement be adjudged by the court having ultimate jurisdiction to be in violation of any State or Federal Law, then such portions shall become null and void and the balance of this Agreement remain in effect. Both Parties agree to immediately renegotiate any part of this Agreement

found to be in such violation by the court, and to bring it into conformance therewith within sixty (60) days after notification, unless the time limit is extended by mutual agreement.

ARTICLE XXVII - EXPIRATION AND RENEWAL

27.01 THIS AGREEMENT shall be in full force and effect from and after February 4, 1979, through February 6, 1982, at which time it shall automatically renew itself for a period of one (1) year from said date, and thereafter for each year upon said anniversary date without further notice; and on each of said dates, upon written notice being served upon either Party by the other at least sixty (60) days prior to said date, either Party may open this Agreement for the purpose of discussing revisions.

IN WITNESS WHEREOF the Parties, through their duly authorized representatives, have set their hands and seals on this _____ day of _____, 1979.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF RETAIL CLERKS UNION,
LOCAL 201

MEMORANDUM OF AGREEMENT

In Paragraph 5.06 of the Eugene Area Grocery, Bakery and Non-foods Clerks Working Agreement it is the intent of the Parties to apply "reduction in business" as follows:

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

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

DATED: _____

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF RETAIL CLERKS UNION,
LOCAL 201

SCHEDULE "A"

CLASSIFICATIONS AND MINIMUM RATES OF PAY

FOOD CLERKS

A.01 The following are the minimum hourly rates of pay for all indicated classifications of employees, in effect as of the dates listed below:

CLASSIFICATIONS	EFFECTIVE DATES			
	2-4-79	5-1-79	2-3-80	2-8-81
Head Produce Clerk	\$6.73	\$6.98	\$7.48	\$7.98
Journeyman	6.60	6.85	7.35	7.85
Apprentices				
*5th Step (2601 - 3120 hrs.)			6.00	6.00
4th Step (2081 - 2600 hrs.)	5.57	5.75	5.75	5.75
3rd Step (1561 - 2080 hrs.)	4.87	5.00	5.00	5.00
2nd Step (521 - 1560 hrs.)	3.87	4.00	4.00	4.00
1st Step (0 - 520 hrs.)	3.05	3.25	3.40	3.60
High School Student	2.95	3.05	3.25	3.50
Container Clerk	2.90	2.90	3.10	3.35

*This step is applicable only to employees hired on or after August 3, 1980.

A.02 HIGH SCHOOL STUDENTS - MINIMUM RATE OF PAY.

(a) The Employer shall be permitted to employ high school students at the above rate provided that such employees are still attending high school. This applies to summer employment of high school students as well as employment during the school year. If the employee continues to work upon completion of high school, one-half (1/2) credit for experience gained working for the same Employer while attending high school shall be given. High school students shall not be used to operate cash registers.

(b) Total man-hours worked by high school students in an individual store shall not exceed more than twenty-five percent (25%) of the total man-hours worked by employees in the bargaining unit.

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

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

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

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

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

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

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

A.05 SUNDAY WORK: All work performed on Sundays between the hours of 12.01 a.m. and 11.59 p.m. shall be paid for at the following rates for the life of this Agreement:

<u>Classifications</u>	<u>Rate of Pay</u>
Head Produce Clerk	\$10.20
Journeyman	10.00
Apprentices	
*5th Step (2601 - 3120 hrs.)	8.50
4th Step (2081 - 2600 hrs.)	8.10
3rd Step (1561 - 2080 hrs.)	7.13
2nd Step (521 - 1560 hrs.)	5.63
1st Step (0 - 520 hrs.)	4.35
High School Student :	4.28
Container Clerk	2.90

430.50
1.77

*This step is applicable only to employees hired on or after August 3, 1980.

SCHEDULE "B"

CLASSIFICATIONS AND MINIMUM RATES OF PAY

BAKERY SALES CLERKS

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

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

Night premium pay shall be governed by the same rules as ARTICLE V, Paragraph 5.09(b), of the Retail Food Agreement.

B.03 ARTICLE VI- SENIORITY - shall be modified in its application to Bakery Sales employees to this extent:

- (1) Bakery Sales employees shall maintain separate seniority.
- (2) There shall be no Apprentice-Journeyman ratio.

B.04 WAGES - The following are the minimum hourly rates of pay for all indicated classifications of employees, in effect as of the dates listed below:

<u>CLASSIFICATIONS</u>	<u>EFFECTIVE DATES</u>			
	2-4-79	5-1-79	2-3-80	2-8-81
Head Sales Clerk	\$4.30	\$4.55	\$4.95	\$5.35
Journeyman	4.18	4.43	4.83	5.23
Apprentices				
*5th Step (2601-3120 hrs.)				4.05
4th Step (2081-2600 hrs.)	3.76	3.85	3.85	3.85
3rd Step (1561-2080 hrs.)	3.59	3.69	3.69	3.69
2nd Step (521-1560 hrs.)	3.20	3.25	3.25	3.45
1st Step (0- 520 hrs.)	3.00	3.10	3.10	3.35

*This step is applicable only to employees hired on or after August 3, 1980.

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

B.06 SUNDAY WORK - All work performed on Sundays between the hours of 12.01 a.m. and 11.59 p.m. shall be paid for at the following rates for the life of this Agreement:

<u>Classifications</u>	<u>Rate of Pay</u>
Head Sales Clerk	\$6.50
Journeyman	6.30
Apprentices	
*5th Step (2601-2180 hrs.)	5.65
4th Step (2081-2600 hrs.)	5.51
3rd Step (1561-2080 hrs.)	5.24
2nd Step (521-1560 hrs.)	4.73
1st Step (0- 520 hrs.)	4.35

*This step is applicable only to employees hired on or after August 3, 1980.

SCHEDULE "C"

CLASSIFICATIONS AND MINIMUM RATES OF PAY

NON-FOODS CLERKS

C.01 All employees who are classified as Non-Food employees shall devote their time exclusively to the Non-Foods operation. All employees who do any work in foods shall receive the Grocery (Schedule "A") rates of pay. This shall include, but not be limited to, work in central checkstands, banking, carry-out on merchandise for customers, stocking or marking of grocery or produce merchandise. This Schedule shall not apply to employees hired prior to April 21, 1979.

C.02 The following are the minimum hourly rates of pay for all indicated classifications of employees, in effect as of the dates listed below:

<u>CLASSIFICATIONS</u>	<u>EFFECTIVE DATES</u>		
	<u>4-21-79</u>	<u>2-3-80</u>	<u>2-8-81</u>
Journeyman	\$4.80	\$5.15	\$5.50
Apprentices			
*5th Step (2601 - 3120 hrs.)		4.20	4.20
4th Step (2081 - 2600 hrs.)	4.03	4.03	4.03
3rd Step (1561 - 2080 hrs.)	3.50	3.50	3.50
2nd Step (521 - 1560 hrs.)	2.90	3.10	3.35
1st Step (0 - 520 hrs.)	2.90	3.10	3.35

*This step is applicable only to employees hired on or after August 3, 1980.

C.03 SUNDAY WORK. All work performed on Sundays between the hours of 12:01 a.m. and 11:59 p.m. shall be paid for at the following rates for the life of this Agreement:

<u>Classifications</u>	<u>Rate of Pay</u>
Journeyman	\$7.00
Apprentices	
*5th Step (2601 - 3120 hrs.)	5.95
4th Step (2081 - 2600 hrs.)	5.67
3rd Step (1561 - 2080 hrs.)	4.99
2nd Step (521 - 1560 hrs.)	3.94
** 1st Step (0 - 520 hrs.)	3.05

*This step is applicable only to employees hired on or after August 3, 1980. **This rate shall be adjusted to conform with Federal minimum wage requirements as necessary.

C.04 Progression increases provided in this Schedule "C" for the Apprentice brackets shall be placed into effect on the Sunday following the employee's completion of the required number of hours to advance to the next hourly rate bracket.



591490

JULY 27, 1979

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

O.M.B. No. 44-R0003
App. exp. March 31, 1980

PRESIDENT
~~RETAIL CLERKS INTERNATIONAL~~
~~ASSOCIATION LOCAL 201~~
~~2300 OAKMONT WAY~~
EUGENE, OR. 97401

9-13-82
UFCW
LOCAL 303
P.O. BOX 7607

AUG 29 1979

PREVIOUS AGREEMENT EXPIRED
FEBRUARY 03, 1979

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Please note new address

I-A EUGENE AREA FOOD AGMT OR LU 201

WITH RETAIL CLERKS
OREGON

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.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood
JANET L. NORWOOD
Acting Commissioner

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

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 950 *use as 1,000 WLT 8/29/79*
2. Number and location of establishments covered by agreement see attached
3. Product, service, or type of business retail grocery and bakery
4. If your agreement has been extended, indicate new expiration date 2-6-82

James M. McCormick, President

503-342-6316

Your Name and Position

Area Code/Telephone Number

2300 Oakmont Way, Room 107

Eugene OR 97401

Address

City/State/ZIP Code

Albertsons #507
Albertsons #515
Albertsons #531
Albertsons #539
Consumer Warehouse Foods
D J's Market #1
D J's Market #3
Drive N Save Bakery
Drive N Save Market #2
Drive N Save Market #4
Drive N Save Market #6
Fred Meyer
Fred Meyer
Fredrick's Foods
McKay's Market #6
McKay's Market #18
McKay's Market #20
McKay's Market #22
McKay's Market #23
Mark N Pak
Mark N Save #7
Mark N Save #8
Mayfair Market #407
Mayfair Market #408
Mayfair Market #411
Mayfair Market #418
Northgate Market
Oregon Foods #1
Paramount Market
Rich's IGA
Ruttencutter's Market
Safeway Stores #234
Safeway Stores #286
Safeway Stores #288
Safeway Stores #289
Safeway Stores #302
Safeway Stores #319
Safeway Stores #320
Safeway Stores #338
Safeway Stores #365
Safeway Stores #513
Walmart, Inc. #8
Walmart, Inc. #30

1675 W. 18th Ave., Eugene OR 97402
3299 Hilyard St., Eugene OR 97405
#2 Oakway Mall, Eugene OR 97401
1950 Olympic, Springfield OR 97477
225 River Rd., Eugene OR 97404
2750 Roosevelt Blvd., Eugene OR 97402
3305 E. Main St., Springfield OR 97477
2370 W. 11th Ave., Eugene OR 97402
2370 W. 11th Ave., Eugene OR 97402
3061 Hilyard St., Eugene OR 97405
47781 Hwy 58, Oakridge OR 97463
60 Division Ave., Eugene OR 97404
650 "Q" St., Springfield OR 97477
2050 River Rd., Eugene OR 97404
P. O. Box 398, Drain OR 97435
1960 Franklin Blvd., Eugene OR 97403
2101 Bailey Hill Rd., Eugene OR 97405
645 River Rd., Eugene OR 97404
2699 Roosevelt Blvd., Eugene OR 97402
303 S. 5th St., Springfield OR 97477
4223 Main St., Springfield OR 97477
1405 Pacific Hwy 99 North, Cottage Grove OR 97424
1650 Centennial Blvd., Springfield OR 97477
15 Coburg Rd., Eugene OR 97401
2750 River Rd., Eugene OR 97404
29th & Willamette, Eugene OR 97405
1410 Mohawk Blvd., Springfield OR 97477
1000 Maxwell Rd., Eugene OR 97404
2020 Main St., Springfield OR 97477
2095 Yolanda St., Springfield OR 97477
4125 Main St., Springfield OR 97477
846 W. 6th Ave., Eugene OR 97402
830 Ivy St., Junction City OR 97448
145 E. 18th Ave., Eugene OR 97401
1625 Harlow Rd., Eugene OR 97401
160 S. 14th St., Springfield OR 97477
2060 River Rd., Eugene OR 97404
1500 Coburg Rd., Eugene OR 97401
1156 Hwy. 99 No., Eugene OR 97402
700 Gibbs St., Cottage Grove OR 97424
350 E. 40th Ave., Eugene OR 97405
2101 W. 11th Ave., Eugene OR 97402
2010 Goodpasture Island Rd., Eugene OR 97401