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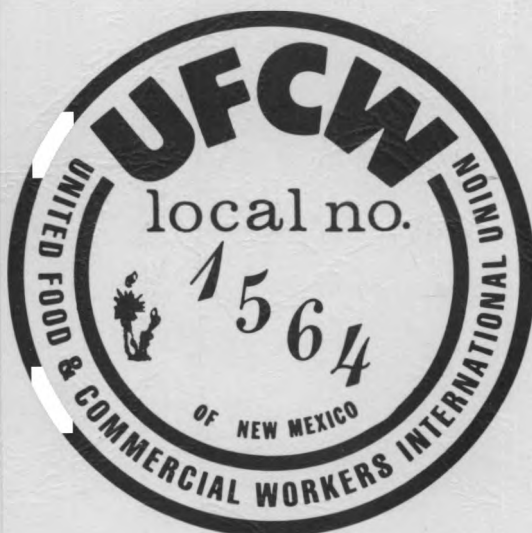
1,800.00

AGREEMENT

between

SAFEWAY STORES, INC.

and



1/86

LOCAL UNION OFFICE HOURS:

Monday thru Friday

8:00 a.m. to 5:00 p.m.

Closed Saturdays, Sundays and Holidays

NAME CHANGE?

In the event of a name change, please notify the Union Office immediately so the Local Union can maintain correct information on each member as well as notify the International Union.

MOVING?

When moving, please notify the Local Union Office immediately so the Local Union can maintain a correct address on each member to insure that each member receives all mail from the Local Union as well as the ACTION magazine.

GRIEVANCES AND CONTRACT ENFORCEMENT:

The Local Union fully expects every member and each Company to fully live up to and abide by all provisions of the Collective Bargaining Agreement.

Grievances and other questions pertaining to the Contract should be brought up and discussed with your store steward promptly - but no more than ten (10) days after the occurrence of the grievance. It is of the utmost importance that the grievance be raised within the time limits of the Contract.

(See section 15)

All grievances should be reduced to writing by the Grievant. Any question on Contract Interpretation should be referred to the Business Representative.

LEAVE OF ABSENCES/WITHDRAWAL CARDS

Anytime a member quits, goes on leave of absence for longer than thirty (30) days, is laid-off or is promoted out of the Bargaining Unit; the member should request a WITHDRAWAL CARD! Failure to do so will result in the member having to pay a new Initiation Fee....

All leaves of absence should be requested in writing with a copy to the Local Union Office. Forms Request for Leaves of Absence may be obtained from the Local Union.

COLLECTIVE
BARGAINING
AGREEMENT

between

SAFeway STORES, INC.

COVERING:

	Bernalillo County)	
	Santa Fe)	
Group A	Las Vegas)	Expiring October 24, 1985
	Taos)	
	Los Alamos)	
	Socorro)	
Group B	Belen)	Expiring January 18, 1986
	Espanola)	

and



INDEX	SECTION NO.	PAGE
ARBITRATION		
Back Pay	15.8	16
Decision.....	15.5	16
Exclusive Remedy	15.6	16
Request For	15.4	16
AVAILABLE HOURS.....	9.6	10
CALL-IN WORK.....	9.7	10
CHECKS, BAD	5.6	5
COURTESY CLERK		
Dental Insurance	16.2	17
Duties and Restrictions.....	11.5	13
Promotion	9.5	10
Rate of Pay	"A"	
DAYS—OFF.....	8.6 (e)	8
DISCHARGE	4.2 (a)	4
Reason.....	4.2 (a)	4
DISCRIMINATION		
Race	4.1	3
Sex	4.1	3
Union	4.1	3
DUES CHECK—OFF	3	3
FULL—TIME		
Change To		
Definition	8.1	6
Reduction of Hours	9.2, 9.3	9
Request For.....	9.8	10
FUNERAL LEAVE		
Compensation.....	18.1	19
Immediate Family	18.3	19
Notification of	18.2	19
GRIEVANCES		
Definition.....	15.1	15
Procedure Of	15.3	16
Time Limits	15.2	15
HIRING		
Notice Of.....	2.3	2
Prior Experience	2.4	2
HOLIDAYS		
Birthday.....	13.1 (d)	14
Hours Guarantee.....	13.3 (a)	15
List of	13.1	14
Personal	13.1 (c)	14

	SECTION NO.	PAGE
Pay For		
Requirements For	13.2 (b)	15
Time Worked.....	13.3 (b)	15
Time Not Worked.....	13.2 (b)	15
Vacation Falls Within	10.7	12
Work Week	13.4, 13.2 (c)	15
INSURANCE		
Dental	16	17
Benefits.....	Policy	
Discontinuance	16.2 (b)	17
Eligibility	16.2	17
INTERROGATION	4.4	4
JUNIOR CLERK		
Duties	11.6 (b)	13
Insurance.....	11.6 (d)	13
Promotion From.....	11.6 (c)	13
Promotion To.....	11.6 (c), 9.5	13, 10
JURY DUTY	19	19
Eligibility	19.2	19
Excused From	19.3	19
LEAVES OF ABSENCE	17	18
Eligibility For.....	17.1 (a)	18
Extensions.....	17.1 (a)	18
Personal Leave.....	17.2	18
Union Leave.....	7.4	6
LEGAL PROCEEDINGS	19.4	20
LIE DETECTOR.....	4.5	4
LUNCH BREAK	8.3	7
MANAGEMENT RIGHTS	6	5
OVERTIME	8.5	7
PART—TIME		
Definition	8.1 (b)	6
PAY		
Cost of Living Adjustment.....	"A"	
Night Premium.....	8.12	9
Prior Experience Credit	2.4	2
Rates.....	"A"	
Sunday	8.7	8
PENSION.....	20	20
PROBATIONARY.....	2.2	2
REGISTER SHORTAGES	5.5	5
REST PERIODS	8.9	8
RULES AND POLICY		
Establishment Of	5.2	5

SENIORITY

Definition	9.1	9
Full-time Request	9.8	10
Hours		
Claiming of	9.6	10
Extra.....	9.7	10
Reduction.....	9.2, 9.3	9
Unscheduled.....	9.7	10
Lay-off	9.2, 9.3	9
Leave of Absence.....	17.6	19
Lists	9.10	11
Loss of.....	9.4	9
Promotion-Courtesy Clerk.....	9.5	10
Sunday Work	8.7 (a)	8
Vacation, Selection of.....	9.9, 10.3	11
Recall	9.2, 9.3	9

SHIFTS, SPLIT	8.4	7
---------------------	-----	---

STORE CARD	7.1	6
------------------	-----	---

STRIKES	14	15
---------------	----	----

Call-In.....	13.3 (a)	15
Claiming of	9.6	10
Pay	8.7 (d)	8
Work, Scheduling	8.7 (a)	8

TRANSFERS.....	12.3	14
----------------	------	----

UNIFORMS	12.2	14
----------------	------	----

UNION AFFAIRS	7	6
---------------------	---	---

Buttons.....	7.5	6
Leave.....	7.4	6
Notices	7.3	6
Visitation.....	7.2	6

VACATION

Eligibility	10.1	11
Holiday during	10.7	12
Pay.....	10.4	12
Period.....	10.2, 10.3	11
Selection of	10.3	11
Termination	10.5, 10.6	12

WARNING NOTICES.....	4.3	4
----------------------	-----	---

WORKING OFF-THE-CLOCK	5.3	5
-----------------------------	-----	---

WORK SCHEDULE.....	8.6	7
--------------------	-----	---

WORKER'S COMPENSATION	12.4	14
-----------------------------	------	----

A G R E E M E N T

BETWEEN

SAFEWAY STORES, INC.

AND

UNITED FOOD AND COMMERCIAL WORKER'S UNION
LOCAL NO. 1564

THIS AGREEMENT is entered into and is effective on this ____th day of _____, 19__ between SAFEWAY STORES, INCORPORATED referred to hereinafter as the "EMPLOYER" and the UNITED FOOD AND COMMERCIAL WORKER'S INTERNATIONAL UNION LOCAL 1564, referred to hereinafter as the "UNION".

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

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

SECTION 1.

RECOGNITION OF THE UNION

1.1 - BARGAINING UNIT - The Employer recognizes the Union as the exclusive Collective Bargaining Representative for the appropriate unit set out in Appendix "A".

1.2 - BARGAINING UNIT WORK - To prevent the erosion of Bargaining Unit work, driver salesmen, book salesmen, or sales representatives shall not perform work or services in the Employer's Retail Establishments in excess of the prevailing practice in the Industry in areas covered by this Agreement.

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

SECTION 2.

EMPLOYMENT PROCEDURES

2.1 - UNION SECURITY - (a) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective 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 thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

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

(b) Upon the failure of any employee to tender an initiation fee or dues to the Union within the period and under the conditions specified in Section 2.1(a) of this Agreement, the following action will be taken:

(1) The Union will notify the Employer and the employee in writing advising them of the failure of such employee to comply with the terms and conditions of Section 2.1 (a) requesting that such employee be terminated.

(2) Such notice shall specify the date that the employee is to be terminated unless the employee complies with Section 2.1 (a).

(3) If, on the date specified, the employee has not complied with the terms and conditions of Section 2.1(a), the Union will notify the Employer of noncompliance and the Employer shall terminate the employee on the date the notice is received.

(c) The Union agrees to hold the Employer harmless from any liability which may arise from the application of Section 2.1(a) and (b) at the request of the Union.

2.2 - PROBATIONARY PERIOD - (a) The first sixty (60) days of any new employee's tenure shall be considered as probationary. All terms of this Agreement shall apply during said probationary period; provided however, that such employees may be terminated during such period for any reason. Part-time employees must work at least one hundred and twenty-eight (128) hours to complete probationary period.

(b) Probationary employees shall have no seniority rights, but upon successful completion of said probationary period, seniority rights shall date back to the initial date of employment. If such employee shall be continued in the employ of the Employer after the expiration of the probationary period, the length of service for that employee shall be computed from the date of the last hire.

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

2.4 - CREDIT FOR PRIOR EXPERIENCE - (a) Previous, proveable comparable work experience within the past five (5) years from the date of present employment shall be the basis for determination of an employee's rate of pay.

(b) For credit to be given, the employee must indicate the experience at the time of employment on the application for employment furnished by the Employer, and, if requested to do so, shall provide written verification satisfactory to the Employer. Experience shall be credited retroactive for a maximum of sixty (60) days, upon receipt of such written verification. Comparable work experience shall be work of similar duties with a company of comparable or larger size. Work in convenience stores shall not be considered. Self-employment will not be credited.

(c) Claims for a rate adjustment based on previous experience, in order to be eligible for retroactive payment, must be filed within forty (40) days from the date of employment. Claims filed after this period to a maximum of sixty (60) days shall be adjusted but not retroactively. Claims filed after sixty (60) days

from date of employment shall be forfeited and waived and failure to provide information on the application blank will also waive any right of the employee to any future claim of experience credit for the experience so omitted.

(d) Employees will receive credit for previous experience in full increments set forth in Appendix 'A' Wages and partial months or hours of experience shall not be credited.

SECTION 3.

CHECK-OFF

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

3.2 - All regular monthly dues and initiation fees deducted by the Employer shall be withheld from the first (1st) pay check in the calendar month in which dues and initiation fees are owing and shall be remitted to the Union, if possible, no later than the twenty-fifth (25th) day of the calendar month in which such deductions are made. The Employer will deduct from the pay of employees in any month only the regular monthly Union dues and initiation fees becoming due and payable in such month.

3.3 - The "check-off authorization card" shall comply with both State and Federal laws.

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

SECTION 4.

DISCHARGE AND DISCRIMINATION

4.1 - NON-DISCRIMINATION - (a) The Employer shall not discriminate against an employee for upholding Union principles, serving on a committee of the Union, or any organization affiliated therewith, and failing or refusing to purchase stocks, bonds, securities, or interest in any partnership, corporation, and/or company, nor shall the upholding of such Union principles by said employee be a violation of the contract.

The Employer shall not discriminate against any employee for filing a grievance, enforcing the contract or for other legally protected activity.

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

Age, sex, or color shall not be grounds for the termination of an otherwise qualified employee, as long as those factors do not nullify paragraph A, nor any of the other provisions of this Article. Wherever the masculine gender is used, it shall be deemed to include the feminine gender as well.

4.2 - DISCIPLINE - (a) The Employer shall have the right to discharge any employee for just cause. Any employee who is discharged shall be informed at the time of the discharge, of the immediate cause of discharge. Upon request to a designated Employer representative, any employee who is discharged shall be informed, in writing of the cause of discharge within forty-eight (48) hours of receipt of such request.

(b) If an employee feels that he has been unjustly discharged, he shall have the right to appeal to the Arbitration and Grievance procedure as provided for in Article XVII of this Agreement. The Union must file complaints in writing with the Employer within seven (7) days after discharge. This seven (7) day period may be extended by mutual agreement of the parties. Upon receipt of said notice, then all steps of the Grievance procedure are waived and either party may request arbitration in writing to the other party at any time but not to exceed thirty (30) days after receipt of notice of discharge protest.

4.3 - CORRECTIVE ACTION NOTICES - (a) Corrective Action Notices are intended to improve deficiencies in an employee's work performance or an employee's conduct while at work. Such notices, in order to be valid, must be personally delivered to the employee within a reasonable period from the date of the incident giving rise to the warning and the contents of such warning must be personally explained to the employee at that time, outlining specifically what conditions must be changed or improved and the time limits for the employee to improve alleged deficiency or misconduct.

Corrective Action Notices are not to be used for arbitrary, capricious or unlawfully discriminatory purposes.

(b) Upon receipt, employees shall date and sign such notice acknowledging receipt of such notice. A copy of the notice shall be immediately transmitted to the Union. However, such signing shall in no way be construed to be an admission of any misconduct or be in agreement with the contents of such notice.

(c) Employees who are given Corrective Action Notices shall be given an adequate opportunity to improve their work or correct any alleged deficiencies in their conduct.

(d) Warnings, both written and oral shall be effective for a period of twelve (12) months, unless another warning of a related or similar offense occurs within that twelve month period, in which event, the first notice remains in effect until twelve (12) months after the successive notice.

(e) This Section shall not be construed to require an employer to issue a Corrective Action Notice in cases where discharge or suspension is imposed for just cause based on the offense.

4.4 - UNION REPRESENTATION - An employee may request a representative of the Union to be present during any interrogation by management, which the employee believes may result in discharge or suspension. The Union agrees to make a representative available within a reasonable time during the same day such request is made.

4.5 - POLYGRAPH - An employee shall not be required to take a polygraph examination as a condition of continued employment.

4.6 - TERMINATION PAYMENT - An employee who quits or is terminated for any reason shall be paid promptly all monies due.

SECTION 5.

CONTRACT ENFORCEMENT

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

5.2 - WORKING RULES - When an Employer establishes working rules, a copy of such rules shall be made available to all employees and the Union and it shall be the responsibility of each employee to familiarize himself with those rules. Said working rules shall not be in conflict with the terms of this Agreement.

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

5.4 - PAYROLL RECORDS - An authorized Union representative shall have the privilege of examining the Employer's payroll involving employees covered by this Agreement upon request.

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

5.6 - BAD CHECKS - No employee shall be required to make financial restitution for bad checks. Employees, however, shall be subject to disciplinary action, up to and including discharge, for accepting checks in violation of posted Company rules or policies.

SECTION 6.

RIGHTS OF MANAGEMENT

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

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

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

SECTION 7.

UNION AFFAIRS

7.1 - UNION STORE CARD - (a) The Union agrees to issue a Union Store Card and/or window decals to the Employer under the rules governing Union Store Cards set forth in the Constitution of the United Food and Commercial Workers International Union. Such Union Store Cards and decals are and shall remain the property of said International Union, and the Employer agrees to surrender said Union Store Card to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card and/or decals are issued.

(b) The Employer may display such union Store Cards and/or decals in conspicuous areas accessible to the public, in each establishment covered by this Agreement.

7.2. - STORE VISITATION - Authorized representatives of the Union shall be permitted to visit the store regarding Union matters during working hours, after notifying the manager or person in charge of the store. Such visits shall not unreasonably interfere with the conduct of the Employer's business. Time taken for such an interview in excess of ten (10) minutes for each employee shall not be on Company time.

7.3 - UNION NOTICES - The Employer shall provide space for posting Union Notices, and other forms called for or required by this Agreement.

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

7.5 - UNION BUTTONS - The Union Member will have the right to wear their Union Buttons.

SECTION 8.

WORKING HOURS AND OVERTIME

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

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

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

If agreeable between the employee, the Employer, and the Union, an employee may be scheduled four (4) ten (10) hour shifts, not necessarily consecutive, and when scheduled would receive time and one half (1½) for all hours worked in excess of ten (10) work hours per shift or forty (40) work hours per week.

8.3 - WORK DAY - The regular day's work for all employees shall be worked within nine (9) consecutive hours, and all employees shall receive one (1) uninterrupted hour off for lunch at approximately the middle of the working shift. No employee shall be required to take his or her meal before the end of the third (3rd) hour, nor later than the end of the fifth (5th) hour of the employee's scheduled work day.

On a by-store basis, night crew employee (those scheduled to start work between 8:00 p.m. and 1:00 a.m.) may, if mutually agreed in writing between the employee, the Union, the Store Manager, and District Manager, be scheduled for a one-half (½) hour lunch period, instead of the one (1) hour lunch period.

Part-time employees who are scheduled to work six (6) hours, but less than eight (8) hours in one day shall be granted a thirty (30) minute meal period unless mutually agreed between the Employer and the employee otherwise. (Part-time employees will not receive payment for this thirty (30) minute meal period).

8.4 - SPLIT SHIFT - A broken or split shift shall be defined as any period of time where not less than nine (9) hours have elapsed from the termination of an employee's previous shift. There shall be no split shifts except in cases where the employee is a school student and the student, the Union and the Employer agree thereto.

8.5 - OVERTIME - All work performed in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any one work week, shall be deemed overtime and paid for at the overtime rate of time and one-half (1½X) the employee's regular rate of pay, except that hours worked on Sunday be included as hours worked for the purpose of computing hours over forty (40) for the payment of such specific overtime. There shall be no pyramiding of overtime and/or premium pay. Overtime or premium pay shall be defined as any pay in excess of the basic straight-time hourly rate. Hours paid for but not worked shall not be counted in computing overtime.

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

8.6 - WORK SCHEDULE - (a) It is agreed the Employer shall post a work schedule in a conspicuous place, in ink, in each store, by 12:00 noon on Friday of each work week for the following week for all employees. All employees listed on the schedule will be provided the work or pay for the hours posted; provided they report to work as scheduled.

(b) Each schedule shall show the first (1st) and last name of each employee, starting time, meal period, quitting time and days off.

(c) Once the work schedule is posted, both the Employer and the employees covered by this Agreement agree that, if it becomes necessary to change the work schedule for reasons beyond the control of either, as much advance notice as is possible shall be given. Both parties agree to personally notify the other of the inability to work the schedule. Employees must notify the store manager or person in charge of this inability. Any employee who fails to report for work as scheduled and who fails within twenty-four (24) hours thereafter to provide the Employer with sufficient reason to have prevented the employee from work shall be considered a voluntary quit.

(d) It is understood that circumstances may require the management to change or alter schedules during the work week in case of emergency (emergency shall be defined as fire, strike, flood, illness, funeral leave, or act of God) in case of emergency as defined, the Employer shall notify affected employees of schedule changes immediately. In such cases the changes shall be made to assure a full-time employee of his or her forty (40) hours pay, provided he or she works the altered schedule. Part-time employees will be assured a minimum of four (4) hours pay each day of an altered schedule, provided he or she works the altered schedule. Schedules for part-time and courtesy clerks shall not be altered to deliberately reduce the original posted hours of work.

(e) Part-time employees who are scheduled more than five (5) days in the work week may, within twenty-four (24) hours of the posting of such schedule, indicate to his/her manager in writing a request not to work in excess of five (5) days a week. Such request will be honored and may not again be revoked by the employee for three (3) months from the date of the submission of the written request.

8.7 - SUNDAY WORK AND SUNDAY PREMIUM - (a) Employees who want to work on Sundays shall so indicate by signing a roster in their store once each three (3) months. The quarterly roster shall be posted in each store for three work weeks prior to the start of the quarter in which it is to apply. Quarter is defined as three (3) calendar months effective each January 1.

(b) The Employer shall schedule work on Sunday from that list in order of department and classification and seniority in the departments and classifications where help is needed and further subject to their ability to perform the work. Employees who fail to work a Sunday which they are scheduled without good cause shall have their name removed from the current quarterly roster and will forfeit any right to sign the next quarterly roster.

(c) If there are not sufficient employees of proper department and classification seniority who have the ability to perform the work who have signed the quarterly Sunday Roster, then the Employer shall assign such work by reverse seniority.

(d) All work performed on Sunday shall be paid at time and one-half (1½X) the employee's straight-time hourly rate of pay (excluding courtesy clerks hired after 12/2/82).

Courtesy clerks hired after ratification (12/2/82) will receive one dollar (\$1.00) per hour for Sunday premium.

8.8 - READY FOR WORK - All employees shall report for and be ready for work at their scheduled starting time. The term "ready for work" shall include appropriate or required dress.

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

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

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

8.12 - NIGHT WORK PREMIUM - All employees who perform any work for the Employer shall receive a night premium wage, in addition to their regular hourly rate, for all hours or portions of hours worked between the hours of 6:00 p.m. and 6:00 a.m. at thrity-five cents (35¢) per hour.

SECTION 9.

SENIORITY

9.1 - DEFINITION - Seniority shall be defined as the length of continuous employment with the Employer in the bargaining unit as described in Section 1. of this Agreement, and no employee shall suffer loss of seniority by reason of approved leave as defined in this Agreement.

9.2 - PRINCIPLE OF SENIORITY - The Employer agrees that the principle of seniority shall prevail in the lay-off of employees, recall of employees, and reduction of hours of full-time employees in the bargaining unit; provided the factors of skill and ability to perform the required tasks are relatively equal.

9.3 - APPLICATION OF SENIORITY - In the application of seniority for lay-off of employees, and reduction of hours of full-time employees, the last employee hired in the bargaining unit shall be the first employee laid off or reduced in hours by classification and department as the case may be.

The last employee laid off shall be the first employee recalled to the department and classification. Any full-time employee reduced to part-time hours shall be offered the first available job in the same classification and department for which the employee has current skill and ability of performing that opens in the store in which the employee is then employed.

Lay-offs. It is agreed that lay-offs shall occur only at the end of an employee's weekly schedule.

Recall. Notice of recall after lay-off shall be sent by registered mail to the employee's last known address with a copy to the Union. If persons so recalled do not report within one (1) week after receipt of the above notice, they shall lose their seniority and right to further recall.

Laid off employees agree to advise the store manager of change of address or an out-of-town trip.

9.4 - LOSS OF SENIORITY - Employees shall lose seniority for the following reasons:

- (a) Termination for just cause.
- (b) Resignation.
- (c) Lay-off beyond one hundred and eighty (180) consecutive days.
- (d) Transfer or promotion out of the Bargaining Unit. However, an employee who is promoted out of the Bargaining Unit in the same store and returns within ninety (90) days shall suffer no loss of seniority.
- (e) Fails to return to work upon completion of an approved Leave of Absence.
- (f) Fails to report to work following recall after lay-off.

9.5 - COURTESY CLERK PROMOTION - In the matter of promotion from Courtesy Clerk to Junior Clerk the Employer shall have the right to exercise it's final judgement after giving due regard to seniority; provided the factors of skill, ability and availability are relatively equal. There is no contractual obligation to promote a Courtesy Clerk.

9.6 - AVAILABLE HOURS - (a) All part-time work available shall be offered to the part-time employees in accordance with their seniority to their respective classifications and store, subject to their ability to perform the work relatively equal.

(b) Part-time employees can exercise their seniority to claim work hours for which they are available up to and including eight (8) hours a day and forty (40) straight-time hours per week. No employee shall have their hours reduced below four (4) hours per day for clerks or below two (2) hours per day for a courtesy clerk by the application of this Provision.

No claim may be made for forty (40) hours in six (6) days.

(c) Employees must make claims under this section no later than 12:00 noon of the calendar day following the posting of the work schedule. Claims must be made to the store manager or assistant store manager. If the claim is legitimate, the schedule may then be changed to reflect the claim.

(d) If a claim is denied, the claiming employee must, if a protest of the denial is desired, submit a true reproduction of the posted schedule along with the schedule to be claimed accompanied by the claim to the Industrial Relations Director within seven (7) calendar days.

(e) An employee may claim the entire daily schedule of a less senior employee in that classification, in which case the employee whose hours have been claimed would then assume the hours of the claiming employee, if any.

(f) An employee may not claim a daily shift for which a premium is paid or as a result of the claim, a premium or overtime would be required by other provisions of this Agreement, except however, an entire weekly schedule may be claimed which included premium pay if such schedule contains more hours than were originally scheduled and the claim does not result in overtime pay.

9.7 - EXTRA WORK - (a) Part-time employees shall be given preference for unscheduled straight-time work based upon seniority in the store.

(b) Part-time employees, in accordance with their seniority within an individual store, shall be offered regularly recurring unscheduled straight-time work available up to forty (40) hours per week, provided they can perform the work.

9.8 - REQUEST FOR FULL-TIME - Part-time employees who desire assignment to full-time work shall notify the Employer and the Union in writing. Part-time employee's desire for full-time work shall be renewed every six (6) months.

When a full-time vacancy occurs, the Employer shall, by classification and seniority, give full consideration to the part-time employees who have indicated their desire to assignment to full-time work in accordance with this Section.

9.9 - SELECTION OF VACATION - The selection of vacations shall be by seniority on a store basis.

9.10 - SENIORITY LISTS - The Employer agrees to furnish the Union with a seniority list of its employees each six (6) months upon written request from the Union.

SECTION 10.

VACATIONS

10.1 - VACATION ELIGIBILITY - (a) All regular full-time and regular part-time employees coming under the jurisdiction of this Agreement who have been employed for a period of twelve (12) consecutive calendar months, shall have earned a vacation period of one (1) uninterrupted calendar week.

(b) After thirty-six (36) consecutive calendar months they shall have earned a vacation period of two (2) uninterrupted calendar weeks.

(c) After seven (7) years of continuous service, they shall have earned a vacation period of three (3) uninterrupted calendar weeks.

(d) After fifteen (15) years of continuous service, they shall have earned a vacation period of four (4) uninterrupted calendar weeks.

(e) After twenty (20) years of continuous service, they shall have earned a vacation period of five (5) uninterrupted calendar weeks.

10.2 - Vacation time off in excess of two (2) consecutive weeks must be mutually agreed by the store manager and the employee.

10.3 - SELECTION OF VACATIONS - The selection of vacations shall be by seniority on a store basis based upon the following:

(a) On a vacation schedule posted by the Employer no later than January 31st of each year, employees shall be allowed to select their vacation for the calendar year up to May 15. When two (2) or more employees select the same weeks, employees having the most seniority shall be granted first choice.

(b) The Employer will make every reasonable effort to maximize the number of employees permitted to select vacations during the period of May 15 to September 15.

(c) Employees who do not make a vacation selection by May 15, will be allowed to select unscheduled available weeks, subject to four (4) weeks notice, but in no event shall they be allowed to displace any persons who have selected their vacations by May 15. However, all employees must make vacation selections no later than by September 15.

(d) After May 15, the vacation schedule may only be changed by mutual agreement between the store manager and the employee.

(e) Notwithstanding any of the above, the Employer retains the right to determine the number of employees that will be allowed to be off on vacation during any given week(s) depending on individual store needs and legitimate business circumstances.

10.4 - COMPUTING VACATION PAY - All regular full-time and regular part-time employees who have not completed one (1) full calendar year of employment, but are eligible for vacation, will receive one-fifty-second (1/52) of their compensation received from the twelve (12) month period immediately preceding the vacation period. Upon completion of one (1) full calendar year of employment, all regular full-time and regular part-time employees eligible for vacations, shall have their vacation computed on the employee's W-2 Contract Earnings for the prior year. Employees, if eligible, will receive one-fifty-second (1/52) of their previous year's earnings for each week of vacation eligibility.

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

10.6 - PRO-RATA VACATION PAY - All regular full-time employees and regular part-time employees who have completed one (1) year of continuous service, shall be entitled to a pro-rata vacation pay.

To be eligible for pro-rata vacation pay, the above described employee must give one (1) weeks' notice of intent to terminate their employment or, in the case of discharge, pro-rata vacation will only be paid in cases where discharge was due to failure to perform work as required. Pro-rata vacation pay shall be based upon full months of employment and neither the partial anniversary month of employment nor the partial month in which the termination occurs will be used in determining the fraction of vacation pay due the employee.

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

10.7 - If any of the holidays enumerated in Section 13 hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it.

SECTION 11.

WAGE RATES AND CLASSIFICATIONS

11.1 - Appendix "A": which sets forth the job classifications, minimum rates of pay, effective dates and other provisions is incorporated herein as if set forth in full.

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

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

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

11.5 - COURTESY CLERKS - A courtesy clerk is an employee limited to their performance of the following duties:

(a) Bag and carry out bags and/or boxes containing the customer's purchases after they have been bagged and/or boxed to the customer's vehicle.

(b) Collect and line up push carts and return them to the store from the parking lot.

(c) Crate empty bottles.

(d) Assist customers in handling their purchases at the check out stands or counters.

(e) Keeping check stand supplies in order.

(f) General cleaning duties in the store and on the parking lot.

(g) Weigh aluminum cans.

11.6 - JUNIOR CLERKS - (a) Employees working in this classification shall be promoted from the Courtesy Clerk classification and shall be employed on the basis of one (1) Junior Clerk per each two (2) checkstands in the store.

(b) Junior Clerks shall be promoted to the first Apprentice classification after the completion of no later than six (6) months and shall be eligible for all benefits provided in the Labor Agreement. Junior Clerks may perform any type of work in the store during their training period.

(c) Employees working in this classification shall only be promoted from the Courtesy Clerk classification within the store the Junior Clerk is needed. Junior Clerks shall be promoted on the basis of seniority within the store. Junior Clerks may perform any type of work in the store during this training period and shall be covered by all provisions of this Agreement as it applies to the clerks.

(d) Health and Welfare benefits and dental care benefits shall become effective on the first (1st) of the month immediately following the promotion, provided the employee qualifies as provided in Section 16.

11.7 - Floral shops will have separate registers of a type that will record floral sales only.

The Department Manager in each shop will be at the food clerk rate.

SECTION 12.

GENERAL PROVISIONS

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

Except as otherwise provided in this Article, the terms of this Contract 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 minimums herein prescribed without consent of the Union.

12.2 - UNIFORMS - The Employer shall furnish all gowns, aprons and uniforms and pay for the laundering and upkeep of same except when the Employer furnishes sized "drip dry" uniforms to female employees, the employee will assume the responsibility for laundering and normal care of such sized uniforms.

12.3 - TRANSFER - Transfers will not be made for arbitrary, capricious or unlawfully discriminatory reasons.

If an employee wishes to transfer from one store to another, the employee shall make a request to the District Office in writing, stating the reason why, and when a vacancy of the appropriate classification, job skills and full-time or part-time status occurs in that store, the Company will make a reasonable effort to accommodate the employee. Within fifteen (15) days of any denial the employee may request that the Employer state the reason, in writing.

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

SECTION 13.

HOLIDAYS

13.1 - PAID HOLIDAYS - (a) The Employer agrees that the following days shall be observed as holidays, and employees shall be paid therefore as if the holiday was a regular work day:

New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Personal Holiday	

When any of the above enumerated holidays, other than Easter Sunday, falls on Sunday, the following Monday shall be considered the holiday and observed as such by all employees; providing the Employer's store is open for business on that Sunday.

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

(c) The Employer shall be given written notice by the employee at least two (2) weeks prior to the Personal holiday. The Employer will make a reasonable effort to accommodate employees request based on date and time of application. In the event the employee does not request their Personal holiday prior to November 15th, the Employer may assign such holiday. The Employer reserves the right to determine the number and classification of employees who may take personal holidays on any day or week, provided this determination is not arbitrary and capricious and does not deprive an employee of his or her holiday.

(d) The Birthday is to be taken within the week in which the Birthday falls, unless another holiday falls, within the same week, in which case, the Birthday will be taken the following week. Employees should notify the store manager of their birthday before the schedule is posted for the week in which the holiday falls.

13.2 (a) Part-time employees shall receive holiday pay based on the average number of hours worked during the last full week worked prior to the holiday week, and the week in which the holiday occurs according to the following schedule:

<u>AVERAGE HOURS</u>	<u>HOLIDAY PAY</u>
6 but less than 12	2 hours
12 but less than 24	4 hours
24 but less than 32	6 hours
32 or more	8 hours

(b) No employee shall receive pay for any holidays not worked, unless such employee has reported for work on his or her regular working day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and the said day after said holiday, is due to express permission from or action of the Employer, and also in case of certified illness; provided the employee has worked during the holiday week. Employees shall receive either sick pay or holiday pay, but will not receive pay for both.

13.3 - SUNDAY AND HOLIDAY WORK - (a) Regular full-time employees called in to work and who work on Sunday and/or holidays will be given eight (8) hours work.

(b) Employees required to work on Holidays will be paid for the hours worked at double their hourly rate of pay in addition to the holiday pay as provided above.

(c) All hours worked over thirty-two (32) hours in a holiday week will be paid at time and one-half (1½X) the employee's straight-time hourly rate of pay.

13.4 - Full-time employees may be scheduled four (4) days including the holiday on a holiday week.

SECTION 14.

NO STRIKE - NO LOCKOUT

14.1 (a) During the term hereof the Union agrees that there shall be no strike, or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees there shall be no lockout.

(b) The previous two sentences shall not apply where the meat department employees contract has expired.

SECTION 15.

GRIEVANCE AND ARBITRATION

15.1 - CONTROVERSY, DISPUTE AND ARBITRATION - Any and all matters of controversy, dispute or disagreement of any kind or character whatsoever existing between the Employer and the Union or members of the bargaining unit and arising out of or in any way involving the interpretation or application of the terms of this Agreement shall be settled and resolved by the procedures and in the manner hereinafter set forth.

15.2 - Grievances shall be filed in writing promptly, but no more than fifteen (15) days beyond the event giving rise to the dispute. Time limits may be extended upon consent in writing of both parties.

15.3 - All grievances shall be reduced to writing by the complainant. The grievance shall specify the following:

- (a) The action complained of.
- (b) The dates, places and persons involved.
- (c) The Contract Provision allegedly violated.
- (d) The proposed remedy.

No grievance may be considered unless the procedure provided herein has been followed.

15.4 - Once the Employer Representative has been contacted, he shall have ten (10) days in which to respond to the Union. Upon request by the Union, the Employer agrees to meet with the Union to resolve any grievances filed and if it is not possible to resolve any grievances, or in the event the Employer does not respond in ten (10) days either party may request the matter be submitted to arbitration.

The arbitrator shall be selected by the following:

(a) On January 1 of each year, a request may be made for a panel of twenty-five (25) arbitrators from the Federal Mediation and Conciliation Service.

(b) Each party shall strike three names in alternation with the Employer striking the first name. The three remaining names will be rotated between any grievances going to arbitration.

15.5 - The decision of the arbitrator shall be final and binding upon both parties, however, the arbitrator shall not have the power to add to, subtract from, or any way modify the terms of this Agreement and shall limit his decision strictly to the interpretation of the language of this Agreement. In the event an arbitrator awards back pay, he shall reduce such award by all earnings including unemployment compensation received by the aggrieved party during the period of the award.

The expenses of the arbitrator shall be shared equally between the Employer and the Union.

15.6 - The arbitration procedure herein set forth is the sole and exclusive remedy of the parties hereto and the employees covered hereby, for any claimed violations of this Agreement, and for either party during the term of this Agreement and such arbitration procedure shall be (except to enforce, vacate, or modify awards) to the extent permitted by Law in lieu of any and all other remedies or forms of Law, in equity or otherwise which will or may be available to either of the parties.

15.7 - RIGHT TO APPEAL - If an employee feels that he has been unjustly discharged or suspended, he shall have the right to appeal by filing a grievance. The grievance must be filed under the Provisions of Section 15, Grievance and Arbitration, within ten (10) working days, excluding Saturdays, Sundays and Holidays, of the postmark date of the notice to the Union informing them of the discharge.

15.8 - The Employer agrees to outline settlement of all grievance settlements and arbitration awards to the Union by providing the Union with copies of settlement, if any, so the Union may assure prompt and correct settlement.

SECTION 16.

HEALTH AND WELFARE

16.1 - The Employer agrees to contribute to the New Mexico-West Texas United Food and Commercial Worker's Union and Employers Health and Welfare Trust Fund which shall have for its purpose the providing of Health and Welfare benefits and Dental Care benefits for eligible employees.

Contributions for Health and Welfare Benefits and Dental Care Benefits shall be made for each of its employees, by the twentieth day of the month, who is eligible for benefits as set out under Section 16.2 below.

During the life of this Agreement the Employer agrees to make contribution sufficient to maintain the present level of benefits currently in force as of October 1, 1980. Such contributions shall be determined by the Trustees of the Plan who shall use only the insurance premiums plus administration charge as the basis. Such contributions shall be adjusted semiannually up or down and no contributions made during the term of this Agreement shall be used to increase any premium reserves now in existence or to maintain any reserves now in existence.

16.2 - All employees of the Employer covered by this Agreement shall be covered by the Benefits of the Plan, except for Courtesy Clerks who shall only be covered by Dental Care Benefits; provided they meet the eligibility requirements below:

(a) The respective contribution shall be made for each of its employees who, on the first day of the month, has been employed for three (3) calendar months or more and who has averaged twenty-four (24) hours or more per week for the four (4) week period prior to the first of the month.

(b) Contributions shall be discontinued as of the first day of the month immediately following a lay-off or leave of absence of thirty (30) calendar days or more and the first of the month immediately following an eight (8) week period where an employee does not average twenty-four (24) or more hours per week.

(c) Contributions shall be discontinued until an employee again works an average of twenty-four (24) or more per week for four (4) consecutive weeks when the contribution shall be resumed with no other waiting period. Contributions discontinued for lay-off and leaves of absences as set forth above shall be resumed the first of the month following return from lay-off or leave of absence.

(d) On the first of any month the following types of employees shall be covered without a waiting period for Health and Welfare:

(1) A covered employee who goes to work within thirty (30) days for another Employer covered by this Agreement.

(2) A returning serviceman who is re-instated without loss of seniority.

(3) A transferred employee (not re-instated or re-hired) into the Bargaining Unit.

16.3 - Hours paid for but not worked may be considered as hours worked for determining eligibility for Health and Welfare and Dental Care benefits.

16.4 - (a) The nature, type and extent of the Health and Welfare benefits to be provided shall be such as the Trustees in their discretion shall determine, and which are in accordance with the Trust Agreement. The Trust Fund is to be jointly administered by an equal number of Trustees representing the Company and the Union.

(b) If legislation is enacted which affected Health and Welfare or related benefits, or costs of providing them, this Contract may be opened by either party upon thirty (30) days written notice to the other party for the purpose of negotiating the Section so affected only.

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

SECTION 17.

LEAVES OF ABSENCE

17.1 - (a) A leave of absence shall be granted to a non-probationary employee as a result of non-occupational illness, or injury or a work related illness or injury.

(b) Extensions of such leaves shall be granted by the Employer in writing (with a copy to the Union) solely upon the presentation by the employee of a written request for extension supported by medical evidence of continuing disability and reasonable expectation to return to work within no more than one (1) year's total leave.

(c) In all cases of leave it shall be the responsibility of the employee to keep the Employer advised of his desire to return to work, and give prior notice of intent to return to work. The Employer will not be obligated to return an employee to work within a work week in which the employee was not originally scheduled to work.

17.2 - PERSONAL LEAVE - Leaves of absence without compensation for reasonable periods may be granted by the Employer at its discretion to employees who have completed one (1) year of service.

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

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

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

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

SECTION 18.

FUNERAL LEAVE

18.1 - Upon request, an employee covered by this Agreement, shall be granted reasonable time off in order to make arrangements for and/or to attend the funeral occasioned by a death in his immediate family. Employees will be compensated for time off to a maximum of three (3) regularly scheduled work days in an amount equal to his straight-time hourly rate, times the number of hours (up to eight (8) per day) he would have been scheduled to work. Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day of death or with the day immediately following the day of such death and is a day on which the employee would have worked had it not been for the absence.

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

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

SECTION 19.

JURY DUTY

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

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

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

If an employee appears in Court or the Police Department on behalf and at the request of the Employer, he shall receive his basic straight-time rate of pay for the time spent in making such appearance; and, such time shall not be considered as part of the work week under the terms of this Agreement.

Jury Duty pay shall not exceed ten (10) working days pay per year.

SECTION 20.

PENSION

20.1 - The employer shall pay forty cents (40¢) per hour for all hours worked at straight-time (including hours worked on Sunday), for all employees covered by this Agreement into an Employer-Union Pension Fund, which shall be jointly administered by the Union and the Employer by an equal number of Trustees as provided in an agreement establishing such Pension Fund. Though no contributions are required on Courtesy Clerks, they shall be granted past service credits if promoted from the Courtesy Clerks classification.

20.2 - The Employer's contributions shall be increased in accordance with the following schedule during the life of this Agreement:

(a) Effective January 6, 1985, increase contribution by five cents (5¢) per hour, per eligible employee.

(b) Holiday and vacation hours shall be added to those hours for which the above mentioned contribution shall be made.

20.3 - Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the term and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall; among other things, provide that all benefits under the Plan and costs, charges, and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Plan.

20.4 - Said Pension Plan and the Trust Agreement establishing the Pension Fund has been submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et. seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

20.5 - It is agreed by and between the parties hereto that when the Pension Plan is approved by the United States Treasury Department and the United States Department of Labor and becomes operative and the Employer makes contributions into the Fund those employees covered by this Agreement shall automatically cease to participate in the Employer's Retirement Plan then in effect.

20.6 - The Employer shall be represented by its employees, or some other representative on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

20.7 - If for any reason the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other fringe benefits or wage increases in the amount equal to the cents per hour provided for in this Article for all hours worked at straight-time in lieu of payments into the Pension Fund, and that those employees who are eligible will continue to participate in the Employer's Retirement Plan.

SECTION 21.

TECHNOLOGICAL CHANGE

21.1 - The parties recognize that automated equipment and technology is now available for the Retail Food Industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that the Employer has the right to avail itself of modern technology. With this common objective, the parties agree as follows:

(a) In the event the Employer introduces major technological change which for the purpose of this Article is defined as electronic price marking and electronic scanner which would have a direct material impact affecting Bargaining Unit work, sixty (60) days advance notice of such change will be given to the Union.

(b) In addition; the parties agree:

(1) The Employer has the right to install such equipment.

(2) Any training or necessary retraining will be furnished expense free by the Employer to the affected employees.

(3) Where employees would be displaced by such installation, the Employer will make every effort to effect a transfer.

(4) If an employee is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, the employees would qualify for separation pay, if:

(i) The employee has two (2) or more years of continuous service.

(ii) Does not refuse a transfer within a twenty-five (25) mile radius.

(iii) Does not refuse to be retrained.

(iv) Such action does not occur more than one (1) year from date of installation.

(v) Does not voluntarily terminate employment.

(5) Severance pay would be paid at the rate of one (1) week's pay for each year of service in excess of two (2) years not to exceed eight (8) weeks.

(6) Severance pay would equate the average number of hours worked the fifty-two (52) weeks preceding displacement.

SECTION 22.

STORE CLOSING

In the event the Employer closes the majority of its stores in the Bargaining Unit, the Employer agrees to meet with the Union for the purpose of negotiating the severance of the employees thus affected.

SECTION 23.

WAIVER

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

SECTION 24.

SEPERABILITY

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

SECTION 25.

TERM OF AGREEMENT

25.1 - This Agreement shall be effective as of _____
19____ and shall remain in full force and effect until its
expiration date, _____

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

25.3 - If neither party hereto gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

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

FOR THE EMPLOYER:

FOR THE UNION:

SAFEWAY STORES, INCORPORATED

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL NO. 1564

By _____
Donald J. Phillips,
Vice-President
Division Manager

By _____
James E. Eyer,
President

By _____
Paul G. Johnson,
Branch Manager

By _____
Hector M. Martinez,
Secretary-Treasurer

A P P E N D I X 'A'

1.1 - DESCRIPTION OF BARGAINING UNIT:

The EMPLOYER recognizes the UNION as the exclusive Collective Bargaining Representative for all employees at the EMPLOYER'S Retail Stores in _____, New Mexico; excluding office and clerical employees, meat department employees, guards, supervisory employees as defined by the Labor-Management Relations Act.

8.1 - WAGE RATES AND CLASSIFICATIONS:

CLASSIFICATIONS		EFFECTIVE DATES				
	Group A	10/24/82	10/23/83	4/22/84	10/21/84	4/21/85
	Group B	1/16/83	1/15/84	7/15/84	1/13/85	7/14/85
a) FOOD CLERKS:						
Junior Clerks.....		4.38	4.38	4.38	4.50	4.50
Apprentice Clerks:						
0 - 6 months.....		4.615	4.615	4.615	4.74	4.74
6 - 12 months.....		5.535	5.685	5.805	5.955	6.075
12 - 18 months.....		6.46	6.635	6.775	6.95	7.09
18 - 24 months.....		7.38	7.58	7.74	7.94	8.10
24 - 30 months.....		8.305	8.53	8.71	8.935	9.115
Journeyman.....		9.225	9.475	9.675	9.925	10.125
b) VARIETY AND FLORAL CLERKS:						
0 - 6 months.....		3.875	3.98	4.065	4.17	4.255
6 - 12 months.....		4.52	4.645	4.71	4.865	4.96
12 - 18 months.....		4.845	4.975	5.08	5.21	5.315
18 - 24 months.....		5.49	5.64	5.75	5.905	6.025
24 - 30 months.....		5.81	5.97	6.09	6.255	6.40
Journeyman.....		6.46	6.64	6.775	6.95	7.09
c) SOFT GOODS, CAMERA, LAY-AWAY, JEWELRY CLERKS:						
0 - 6 months.....		3.485	3.635	3.755	3.905	4.025
6 - 12 months.....		4.065	4.24	4.38	4.555	4.695
12 - 18 months.....		4.36	4.545	4.695	4.885	5.035
18 - 24 months.....		4.94	5.15	5.32	5.535	5.705
24 - 30 months.....		5.23	5.455	5.635	5.90	6.04
Journeyman.....		5.81	6.06	6.26	6.51	6.71
d) PREPARED FOODS:						
0 - 6 months.....		3.88	3.985	4.07	4.175	4.255
6 - 12 months.....		4.66	4.795	4.895	5.02	5.12
12 - 18 months.....		5.455	5.605	5.72	5.87	5.985
Thereafter.....		6.06	6.225	6.35	6.52	6.65
Department Manager..		9.40	9.65	9.85		
e) HEAD CLERK:						
(Where Designated)..		9.375	9.625	9.825	10.075	10.275
f) LIQUOR MANAGER.....		9.475	9.725	10.925	10.175	10.375
g) PRODUCE MANAGER.....		9.725	9.975	10.175	10.425	10.625
h) NON-FOOD MANAGER:						
(Where Designated)..		9.225	9.475	9.675	9.925	10.125
i) FLORAL MANAGER.....		9.225	9.475	9.675	9.925	10.125
j) COURTESY CLERKS:						
1) Hired on or before Ratification:						
1st 520 hours..		3.45	3.55	3.55	3.65	3.65
Thereafter.....		3.60	3.70	3.70	3.80	3.80
2) Hired after Ratification:						
1st 520 hours..		3.35	3.35	3.35	3.35	3.35
Thereafter.....		3.50	3.50	3.50	3.50	3.50

IT DOESN'T COST IT PAYS

to belong to

Local 1564 of New Mexico



UNITED FOOD AND COMMERCIAL WORKERS UNION

130 ALVARADO DRIVE, N.E.

ALBUQUERQUE, NEW MEXICO 87108

UNION OFFICE HOURS

Monday thru Friday

8:00 A.M. to 5:00 P.M.

TELEPHONES

New Mexico 800-432-7587

Albuquerque 262-1986

6178-0086173 F002 -05



006817

APRIL 26, 1985

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.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

MAY 30 1985
10



PREVIOUS AGREEMENT EXPIRED
OCTOBER 22, 1982

Secretary-Treasurer
United Food & Commercial Workers
International Union
130 Alvarado Northeast
Albuquerque, NM. 87108

Respondent:

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

WITH Food and Commercial Workers;
NEW MEXICO

I-A Chain & Independent Food Stores LU 1564

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
Commissioner

OCT 27, 1985
exp. date

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 1850
2. Number and location of establishments covered by agreement 50 stores
3. Product, service, or type of business supermarkets
4. If your agreement has been extended, indicate new expiration date _____

JAMES E. Eyer
Your Name and Position
130 Alvarado Dr. NE
Address

505 262-1984
Area Code/Telephone Number
Albuquerque, NM 87108
City/State/ZIP Code