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AGREEMENT

between

Safeway Stores, Inc.
(Northern, New Mexico Clerks)

and



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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.

AGREEMENT

between

Safeway Stores, Inc.
(Northern, New Mexico Clerks)

and



TELEPHONES

Albuquerque. .262-1986 Las Cruces. .526-8700
New Mexico Toll Free . . 800-432-7587

UNION OFFICE HOURS

Monday thru Friday
8:00 A.M. to 5:00 P.M.

Albuquerque, Santa Fe,
Los Alamos, Las Vegas, Taos

Belen, Espanola, Socorro

AGREEMENT

Between

SAFEWAY STORES, INCORPORATED
(Northern^{1/}, New Mexico)

And

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 1564

Chartered by

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION AFL-CIO,CLC

*Effective: October 27, 1985 to October 29, 1988

**Effective: January 19, 1986 to January 21, 1989

THIS AGREEMENT is entered into and is effective on this ____ day of _____, 198__, between **SAFEWAY STORES, INCORPORATED**, _____, New Mexico, hereinafter referred to as the "EMPLOYER", and the **UNITED FOOD AND COMMERCIAL WORKER'S UNION, LOCAL NO. 1564**, chartered by the United Food and Commercial Worker's International Union, AFL-CIO, referred to hereinafter as the "UNION".

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

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

SECTION I.

RECOGNITION OF THE UNION

1.1 - BARGAINING UNIT - The Employer recognizes the Union as the exclusive Collective Bargaining Representative for all employees at the Employer's Retail Stores in:

Northern^{1/}, New Mexico

excluding office and clerical employees, meat department employees, guards, supervisory employees as defined by the Labor-Management Relations Act.

Assistant Managers who presently are covered by this Agreement may submit a written notice to the Employer and the Union advising them that they no longer wish to be covered by the terms of this Agreement and effective the first of the following week, they shall be removed from coverage.

1.2 - 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.

1.3 - BARGAINING UNIT WORK - To prevent the erosion of bargaining unit work, driver, salesmen, book salesmen and sales representatives shall not perform work or services in the Employer's retail establishment in excess of the prevailing practice in the Industry in area covered by this Agreement.

Liquor Salesman and/or Distributors shall be limited to performing the following duties in the Employer's stores:

- (a) Build and/or stock displays.
- (b) Rotate reserve merchandise (not put product on shelf).
- (c) Price mark merchandise.
- (d) Drop beer in coolers.

- 1/ *Bernalillo/Sandoval Counties, Santa Fe, Taos, Los Alamos and Las Vegas
**Belen, Espanola and Socorro

SECTION 2.

EMPLOYMENT PROCEDURES

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

- (a) 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 at the request of the Union.

2.2 - NOTICE OF NEW HIRES - The Employer agrees to notify newly hired employees to report to the Union within seven (7) days of employment.

The Employer shall notify the Union in writing each week, on forms supplied by the Union as to the name, address, social security number, classification, rate of pay, date of hire and prior experience of all employees who are hired, rehired, reinstated, or changed in classification during the preceding week.

2.3 - PROBATIONARY PERIOD - The Employer shall have the right to hire any person as a new employee.

- (a) The first sixty (60) calendar days of employment shall be considered a trial period for all employees during which time an employee may be terminated for any reason. Upon completion of said trial period, seniority rights shall date back to the initial date of employment.
- (b) All employees shall receive all benefits provided for in this Agreement with the exception of Section 4. Discharge and Discrimination, for the correct classification and the Employer shall in all other respects require said period to work under and live up to all of the provisions set forth in this Agreement.
- (c) Part-time employees must work at least one hundred twenty-eight (128) hours to complete their probationary period. 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 last hire.
- (d) Employees who are promoted to a new classification shall have a sixty (60) day probationary period. If an employee does not perform satisfactory during the sixty (60) day period, such employee shall be returned to the previous classification without loss of seniority.

2.4 - PRIOR EXPERIENCE - If an employee has proveable, comparable work experience during the last five (5) years from the date of hire, all of the employee's prior work experience shall be the basis for determining the employee's rate of pay.

- (a) Comparable work experience shall be defined as work similar performing similar duties in a retail supermarket and must be shown on the employee's application for employment.
- (b) Claims for prior experience must be made to the Human Resources Department within sixty (60) days from the employee's date of hire in order to be adjusted. Upon request, the employee shall provide written verification of employment to the Employer.
- (c) Where agreeable between the Employer and prospective employee, the above two paragraphs may be waived, provided the agreement is reduced to writing prior to the prospective employee being hired.

SECTION 3.

CHECK-OFF

3.1 - The Employer agrees to deduct Union dues and initiation fees stipulated by Local No. 1564, from wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of not more than one (1) year or beyond the term of this Agreement, whichever occurs sooner. Such deductions shall be made on the first (1st) pay period of the month provided the Employer has received a request for dues and initiation fees by Local No. 1564 setting forth the amount and from whom it is to be deducted. Such amounts as are deductible from the employee on that pay period up to and including the full amount shall then be transmitted to Local No. 1564.

3.2 - Upon notice from Local 1564, the Employer agrees to deduct annually, from the wages of employees who have authorized the Employer to do so, a uniform political deduction and forward such to the President of Local 1564.

3.3 - 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 Section by the Employer.

SECTION 4.

DISCHARGE AND DISCRIMINATION

4.1 - NON-DISCRIMINATION - (a) The Employer and the Union agree that each will fully comply with 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.

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender as well.

(b) The Employer shall not discriminate against an employee for upholding Union principles, serving on a committee of the Union, or any organization affiliated therewith.

Further, the Employer agrees not to discriminate against any employee for filing a grievance, enforcing the Contract or for other legally protected activity.

(c) Nothing in this Agreement shall operate to prevail against affirmative action programs of the Employer with regard to equal Opportunity Standards or Requirements as set forth by State and Federal Courts.

4.2 - DISCHARGE OR SUSPENSION - DISCIPLINE - (a) The Employer shall have the right to discharge, demote or suspend an employee for just cause.

(b) Warning Letters. Corrective Action Notices are intended to improve deficiencies in an employee's work performance or an employee's conduct while at work.

- (1) Such notices, in order to be valid, must be personally delivered to the employee within fourteen (14) days after the event giving rise to such notice and the contents of such notice 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 deficiencies or misconduct.
- (2) Corrective Action Notices are not to be used for arbitrary, capricious or unlawfully discriminatory purposes.
- (3) 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.
- (4) 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.

- (5) 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.

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.

4.3 - APPEAL - If an employee does not agree with the action taken by the Employer in Section 4.2 above, such employee shall have the right to appeal such action by filing a written appeal under Section 16 of this Agreement within fifteen days following the occurrence of the action.

4.4 - REASON FOR DISCHARGE, SUSPENSION OR DEMOTION - Any employee who is discharged, suspended or demoted shall be informed at the time of discharge, suspension or demotion of the immediate cause.

- (a) Upon request to a designated Employer Representative, any employee who is discharged, suspended or demoted shall be informed in writing of the cause of discharge, suspension or demotion within forty-eight hours (48) of receipt of such request.
- (b) Any employee who is suspended shall be informed of the length of the suspension at the time of the suspension, except for suspensions pending reasonably prompt investigations of no more than one (1) week.

4.5 - PAID ALL MONIES DUE - An employee who quits or is terminated for any reason shall be paid on the next regular pay day all monies due.

SECTION 5.

CONTRACT ENFORCEMENT AND RULES

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 - WORK RULES - The Employer agrees to furnish the Union with a copy of existing Company rules and regulations, and it is understood that the employees will be required to comply with same.

- (a) The Employer shall have the right to establish working rules and procedures; provided the rules and procedures do not conflict with the terms of this Agreement.

- (b) The Employer agrees to provide the Union with a copy of all rules and procedures established at least two (2) weeks prior to the date the Employer wishes them to take effect.

5.3 - 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 register in the interim.

5.4 - BAD CHECKS - No employee shall be required to make financial restitution for customers' bad checks.

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

5.6 - CONFERENCE - The Employer shall have the right to call conferences with officials of the Union for the purpose of discussing his grievances, criticisms or other problems. The Union shall be granted the same privilege by calling the Employer for discussions of grievances and criticisms.

5.7 - POLYGRAPH - No employee shall be required to take a polygraph test or other similar electronic type test.

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

7.2 - UNION NOTICES - The Employer shall provide space for posting official UFCW Local 1564 notices, and other forms called for or required by this Agreement. The Employer shall see that such notices are not defaced or removed.

7.3 - UNION BUTTONS - Employees shall have the right to wear Union buttons. This privilege shall not be abused.

7.4 - UNION STORE CARD - The Employer agrees to display within the store the official Union Store Card and/or decal as supplied by the United Food and Commercial Worker's International Union and recognizes that the Union Store Card and/or decals are the property of the Union and are loaned to the Employer. The Union Store Card and/or decals may be removed from the store by the Union for any violation of this Agreement as determined by the final decision of an Arbitrator in accordance with this Agreement.

7.5 - UNION LEAVE - Employees shall be allowed time off without pay for purposes of attending Agreement negotiations, arbitrations, or for Union meetings or conventions, or Union training schools. Such leaves shall be granted to not more than one (1) employee per each twenty (20) bargaining unit employees per store, not to exceed two (2) weeks; provided notice for such leave is given in advance sufficient to provide adequate replacement for the employee to be on leave.

7.6 - UNION STEWARD - The Union shall have the right to appoint store stewards to perform such duties as may be assigned by their Local Union; provided such duties do not interfere with any employee's job duties.

(a) The names of the stewards will be furnished to the Employer.

(b) The Employer agrees not to discriminate against store stewards for upholding Union principles or enforcing the Collective Bargaining Agreement.

7.7 - UNION REPRESENTATION - Any employee covered by the terms of this Agreement may request a Union Business Representative be present during any interrogation by management, which the employee believes could result in the employee's discharge or suspension.

Upon request, the Employer agrees to immediately cease any further questioning pending arrival of a designated Union Representative. The Union agrees to make a representative available promptly after such request is made.

SECTION 8.

WORKING HOURS AND OVERTIME

8.1 - FULL-TIME EMPLOYEES - Those employees who regularly work forty (40) hours per week are defined as full-time employees and shall work five (5), eight (8) hour days.

8.2 - PART-TIME EMPLOYEES - (a) Those employees who regularly work less than forty (40) hours per week are defined as part-time employees.

(b) A regular full-time employee is defined as an employee who has been scheduled or worked forty hours or more per week in five (5), eight (8) hour work days in six (6) consecutive weeks; except where an employee averages forty (40) hours as a direct result of leaves of absence of more than one week but less than thirty (30) days, or for vacation relief.

However, if the employee who has worked the six (6), forty (40) hour weeks is not the senior employee who has requested fulltime in accordance with Section 9.7 of this Agreement, such employee shall remain in part-time status, and the senior qualified employee in that classification who has complied with Section 9.7 shall be classified full-time.

Nothing herein shall be construed to require pay for time not worked; provided the Employer shall reasonably promptly make status changes.

8.3 - WORK WEEK - The work week shall be Sunday through Saturday.

(a) 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.

(b) 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.

8.4 - WORK DAY - The regular day's work for all employees shall be worked within nine (9) consecutive hours.

8.5 - OVERTIME - All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one work week, shall be deemed overtime and paid for at the rate of time and one-half (1½) the employee's basic straight-time hourly rate of pay.

(a) There shall be no pyramiding of overtime and/or premium pay, except that hours worked on Sunday shall be included as hours worked for the purpose of computing hours over forty (40) for the payment of specific overtime.

- (b) No employee shall be required to take time off in lieu of overtime hours worked.
- (c) The overtime rate of employees who receive a wage scale in excess of the rates in this Agreement shall be based on said employee's actual rate of pay.

8.6 - SPLIT SHIFTS - The Employer may not work an employee a split shift without the employee's prior approval. A broken or split shift is defined as a period of time where not less than nine (9) hours have elapsed from the termination of an employee's previous shift.

8.7 - MEAL PERIOD - All employees shall receive one (1) uninterrupted hour off for lunch at approximately the middle of the working shift.

- (a) 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.
- (b) Where agreeable between the Employer and the employee, a thirty (30) minute lunch may be taken.
- (c) Part-time employees who are scheduled to work six (6) hours but less than eight (8) hours shall be granted a thirty (30) minute unpaid meal period at the option of the employee.

8.8 - REST PERIODS - All employees shall receive an uninterrupted fifteen (15) minute rest periods for each four (4) hours of work scheduled to be performed in any work day.

- (a) Employees shall receive two (2) breaks described above for each eight (8) hour 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.
- (b) 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. Employees working more than six (6) hours in a work day shall be entitled to a second fifteen (15) minute uninterrupted rest period; provided they do not take the optional thirty (30) minute meal period.
- (c) Full-time and part-time employees shall receive an additional fifteen (15) minute uninterrupted rest period for each four (4) hours worked in excess of eight (8) hours of any shift.
- (d) Rest periods may be taken outside of the store.

8.9 - WORK SCHEDULE - The Employer agrees to post a work schedule for the work week, in ink, in each store by 12:00 noon the Thursday prior to the start of the next work week. All employees listed on the schedule will be provided the work or pay for the hours posted; provided they report to work as scheduled.

- (a) Each schedule shall show first and last name of each employee, starting time, meal period, quitting time and days off.
- (b) Once the work schedule has been posted, the employee agrees to work such schedule. 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, acts of God or other similar emergencies).

However, if it becomes necessary to change the work schedule for any reason beyond the control of either party, store management or the employee, as the case may be, shall personally notify the other of the inability to work the posted schedule, giving as much advance notice as possible to the other.

Any employee who is not able to report to work as scheduled, and fails within twenty-four hours thereafter to personally provide the Employer with sufficient reason to have prevented the employee from reporting to work, shall be considered a voluntary quit.

- (c) Any employee who periodically needs a specific day or days off for personal business will make the Store Manager aware of the need at least twenty-four (24) hours prior to the posting of the next weeks work schedule, and a reasonable effort will then be made to grant such request with no loss of hours subject to store needs.

When two (2) or more employees request the same specific day(s) off, seniority shall apply.

- (d) Full-time employees will be scheduled forty (40) hours in five (8), eight (8) hour work days. Each employee covered by this Agreement shall be scheduled a full day off during the work week, unless mutually agreeable between the Employer and the employee.

Employees who do not want to work more than five (5) days in a work week shall provide the Store Manager with such a written request to that effect. The Employer will make a reasonable effort to honor such requests. Should it become necessary to work such employees such a schedule, it shall be by inverse order of seniority.

- (e) 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.
- (f) The parties agree the schedule will not be used for arbitrary, capricious, or retaliatory scheduling of employees.

If an employee feels management is retaliating or punishing him/her through the work schedule, the employee, through the Union, may appeal this matter directly to the District Manager or Retail Operations Manager. The employee will be given a written response as to the purpose of such scheduling requirements.

8.10 - STORE MEETINGS - Time spent in required store meetings called by the Employer shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement. Store meetings shall not constitute a split shift violation nor call-in where the Employer gives at least twenty-four (24) hours notice. This privilege shall not be abused.

8.11 - WORK GUARANTEE - (a) Employees who are scheduled to report for work, and/or who report for work on a day off, shall receive four (4) hours work or four (4) hours pay; provided they are available for such work. However, in no event shall anyone work or be paid less than two (2) hours.

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

8.12 - SUNDAY WORK - Employees who want to work on Sunday shall so indicate by signing a roster in the store once each quarter.

- (a) 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.

8.13 - TRANSFERS - Transfers will not be made for arbitrary, capricious or unlawfully discriminatory reasons.

- (a) If any 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 accomodate the employee.
- (b) Within fifteen (15) days of any denial, the employee may request that the Employer state the reason in writing.

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

SECTION 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.

If two or more employees have the same seniority date, the employee with the lowest sequence of the last four (4) digits of the employee's social security number shall be considered the most senior.

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. The following application shall apply:

- (a) Lay-off. Lay-off is defined as a work week where an employee has no hours on the work schedule. When a lay-off (reduction of the work force, as opposed to a reduction of hours) is necessary, the following procedure shall apply.

Lay-offs will begin within recognized departments by job classifications to be affected in reverse order of seniority. The affected person(s) shall be personally notified as soon as possible of the impending lay-off and shall be given the following options:

- (1) displacing a less senior employee in the same classification in the same store;
- (2) displacing the least senior employee within the same classification within the Bargaining Unit;

(3) displacing a less senior employee in a lower classification within the same store; or

(4) accepting the lay-off. It is agreed that lay-offs shall only occur at the end of an employee's weekly schedule.

- (b) Reduction of Hours. Hours will be reduced from part-time employees within the affected classification in reverse order of seniority. Employees who receive less than ten (10) hours per week on the work schedule, may elect to accept a lay-off in lieu of working the ten (10) hours, and shall for all purposes of this Agreement, be treated as a lay-off.

Subject to the legitimate business requirements of the store, should it become necessary to reduce the hours of full-time employees in that store, the least senior full-time employee in the store in the affected classification may be reduced to part-time status; or the affected employee may exercise his/her seniority to claim a full-time schedule of the least senior full-time employee within the same classification within the Bargaining Unit.

- (c) Recall. The most senior employee on lay off status shall be the first employee recalled to the department and classification, prior to the Employer hiring any new employee or promoting any employee into the department and classification. Employees who are on lay-off as a result of schedules of less than ten (10) hours, shall be required to accept recall if no one with less seniority remains on lay-off.

Any employee reduced from full-time status to part-time status shall be returned to full-time status prior to any employee being hired or promoted into the same classification and department in that store, where possible.

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 five (5) working days 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.

9.3 - LOSS OF SENIORITY - Employees shall lose seniority for any of the following reasons:

- (a) Termination for just cause.
- (b) Resignation or quit.

- (c) Lay-off beyond three hundred sixty-five (365) consecutive days. However, employees recalled after one hundred eighty (180) days shall be reduced by one (1) Apprentice Step.
- (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 one hundred eighty (180) days shall suffer no loss of seniority.
- (e) Fails to return to work upon completion of a leave of absence.
- (f) Fails to report to work following recall after lay-off.

9.4 - PROMOTION - Any employee who has been employed in a classification for six (6) months or more who desires assignment to a higher paying classification covered by this Agreement, shall indicate such desire by advising the Store Manager and District Manager in writing. Such employee shall then be given full consideration by seniority for such opening in the Store that occurs.

A courtesy Clerk, who has been promoted to the Food Clerk classification in accordance with the terms of this Agreement, may be paid the Courtesy Clerk rate for one (1) week for checker training, provided no customer transactions are made.

9.5 - AVAILABLE HOURS - All part-time work available shall be offered to the part-time employees in accordance with their seniority within their respective classification and store, subject to their ability to perform the work relatively equal. However, employees who are defined as self-restricted, i.e. those employees who notify management in writing that they are restricted as to which hours and/or days they are available to work, are not subject to Section 9.5. Employees who have self-restricted themselves may reverse such action by notifying management in writing after three months from date of restriction.

A part-time employee can exercise their seniority to claim work hours for which he is available up to and including eight (8) hours a day and forty (40) straight-time hours per week.

- (1) No employee shall have their hours reduced below four (4) hours per day for clerks or below two (2) hours per day for courtesy clerks by the application of this Provision. It is further understood that no claim can be made for Sunday or premium day hours nor can a claim be made for forty (40) hours in six (6) days.
- (2) Claims of such hours must be made no later than 12:00 noon of the calendar day following the posting of the work schedule.
- (3) Claims must be made to the store manager or assistant store manager. If the claim is legitimate, the schedule should be changed to reflect the claim.

- (4) If the claim is denied, the claiming employee must, if a protest of the denial is desired, submit a true reproduction of the posted schedule showing the claiming employee's schedule along with the schedule to be claimed accompanied by the claim under Section 15 of this Agreement.
- (5) 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.
- (6) 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.

9.6 - CALL-IN ROSTER - If it becomes necessary to call-in employees for work, the Employer shall first offer such work to employees in order of seniority who have signed a monthly "Call-in List".

- (a) The monthly "Call-in List" shall be conspicuously posted in each store one (1) week prior to the beginning of each month.
- (b) If no employee signs the "Call-in List" or if none or an insufficient number of those employees who have signed the "Call-in List" are available for work, the Employer shall call those employees who have not signed the "Call-in List" by inverse order of seniority.
- (c) Call ins shall be for a minimum of four hours or two hours for Courtesy Clerks. Employees on straight-time will be called before employees on overtime.

Notification of call-ins shall be made by the Store Steward or in the Steward's absence, the most senior Bargaining Unit employee present in the store.

9.7 - Part-time employees who desire assignment to full-time work shall notify the Employer and the Union in writing. Such request must be renewed every twelve (12) months. When there is to be a full-time position filled, either through the action of the Employer, or through an employee working a full-time schedule; part-time employees in that store who have requested full-time work shall be given full consideration for the position in order of seniority.

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

SECTION 10.

VACATIONS

10.1 - VACATION ELIGIBILITY - All regular employees who have been in continuous employ of the Employer for:

- (a) One Week - one (1) year shall receive one (1) week of vacation with full pay.
- (b) Two Weeks - Three (3) years shall receive two (2) weeks of vacation with full pay.
- (c) Three Weeks - seven (7) years shall receive three (3) weeks vacation with full pay.
- (d) Four Weeks - fifteen (15) years shall receive four (4) weeks of vacation with full pay.
- (e) Five Weeks - twenty (20) years shall receive five (5) weeks of vacation with full pay.

Employees with three (3) or more years of continuous service will have January 1 of each year as their established vacation eligibility date.

10.2 - COMPUTING VACATION PAY - (a) All regular full-time and regular part-time employees who have not completed one (1) calendar year of employment, but who are eligible for vacation, will receive one fifty-second (1/52) of the compensation received for the twelve (12) month period immediately preceding the vacation period.

(b) Upon completion of one (1) full calendar year of employment, all regular full-time and regular part-time employees eligible for vacation shall have their vacation computed on the employees' W-2 contract earnings for the prior year. Employees so eligible will receive one fifty-second (1/52) of such earnings for each week's vacation.

(c) The Store Manager shall request vacation pay at least two (2) weeks in advance of each employee's scheduled vacation. In no event will any employee receive pay in lieu of vacation.

10.3 - SELECTION OF VACATION - 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 week(s), 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 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 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 the individual store needs and legitimate business circumstances.

10.4 - HOLIDAYS - If a holiday named under Section 14 of this Agreement falls within the vacation period of an employee, he/she shall be granted a day's payment in lieu thereof.

10.5 - TIME LOST - All time lost because of a reasonable absence from work through sickness or authorized absence shall be considered as time worked for the express purpose of determining length of employment.

10.6 - EMPLOYMENT TERMINATED - Any employee whose employment by the Company is terminated for any reason other than dishonesty at the time he or she is entitled to a vacation for the current year or to pay in lieu thereof, but who has not yet taken his vacation, shall, upon separation, receive the vacation pay to which he is entitled.

10.7 - 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 pro-rata vacation pay.

- (a) To be eligible for pro-rata vacation pay, the above described employees must give one (1) week's written 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.
- (b) 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.
- (c) Employees who must enter military service shall be eligible for 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 in which they are reinstated based upon their original anniversary date of employment.

10.9 - MILITARY LEAVE - Employees who are required to attend two (2) weeks' national guard or military reserve summer training shall not be required to take their vacation during this period.

10.10 - UNBROKEN VACATION - Vacations shall be unbroken unless by mutual consent between the Employer and the employee.

SECTION 11.

CLASSIFICATION AND WAGE RATES

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

11.2 - COURTESY CLERKS - A courtesy clerk is an employee limited to 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.

11.3 - JUNIOR CLERK - Employees working in this classification shall be promoted from the Courtesy Clerk classification within the Store the Junior Clerk is needed, and shall be employed on the basis of one (1) Junior Clerk for each two (2) checkstands in the store.

- (a) Junior Clerks shall be promoted to the first apprentice classification after the completion of no later than six (6) months.
- (b) Junior Clerks shall be eligible for all benefits provided in the Labor Agreement.
- (c) Junior Clerks shall be promoted on the basis of seniority within the store.

- (d) 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 clerks.
- (e) 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 prescribed in Section 9 and Section 10.

11.4 - GENERAL MERCHANDISE CLERK - A General Merchandise

Clerk shall not:

- (a) operate a cash register,
- (b) work cleaning supplies other than mops and brooms,
- (c) work pet foods,
- (d) work paper goods, excluding school supplies,
- (e) work light bulbs,
- (f) work cigarettes,
- (g) work liquor or
- (h) work food items.

11.5 - STORE SECRETARY - Store Secretary(s) may only perform the following duties:

- 1. Make tills and issue tills.
- 2. Balance safe.
- 3. Make deposits.
- 4. Do pick-ups.
- 5. Issue "loans".
- 6. Final till countdown.
- 7. Hourly sales reports.
- 8. Daily and weekly check-up reports.
- 9. Rewrite Work Schedules originally written by Store Managers.
- 10. Perform check-encoding.
- 11. Cash checks.
- 12. Sell money orders.
- 13. Check in and out rentals.
- 14. Make change for checkers.
- 15. Any assigned clerical duties performed within the confines of the manager's office and/or "booth".
- 16. Process Returned Checks.

Store Secretary(s) shall have no authority to direct the work force in anyway, give instructions or pass through orders. Store Secretary(s) may bid for openings as Food Clerks under the conditions of the Collective Bargaining Agreement as it applies to Courtesy Clerks.

11.6 - MORE THAN ONE STORE - 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.

11.7 - PAY SCHEDULE - It is agreed by the Employer that all employees covered by this Agreement shall be paid once each week.

11.8 - NIGHT WORK PREMIUM - (a) 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 thirty-five cents (35¢) per hour.

(b) The parties specifically agree for the purpose of the Fair Labor Standards Act and related or similar State and Federal Legislation or regulations, the night premium provided in this Section shall not be included in the "regular rate of pay" for the purpose of computing overtime.

11.9 - SUNDAY PREMIUM - All work performed on Sunday shall be paid for at the rate of time and one-half (1½) the employee's straight-time hourly rate of pay. For Courtesy Clerks who are hired after December 5, 1982, all work performed on Sunday shall be paid for at a one dollar (\$1.00) Sunday premium.

11.10 - RELIEF PAY - In the event a department head covered by this Agreement is on an approved written leave of absence, other than vacation, in excess of one (1) week and a clerk is assigned to assume the responsibility and accountability of the department head's job, such person shall be paid the department head's basic straight rate of pay. It is understood that "accountability" as used herein means that management of a department is subject to the test of failure to perform work as required.

11.11 - FLORAL SHOPS - Floral Shops with a register (of a type that will record floral sales only) shall have a Floral Manager, whose wage rate shall be that of a Journeyman Food Clerk. Floral Shops without a register, may designate a Lead Floral Clerk, who shall be paid \$1.50 over the Journeyman Floral Clerk rate of pay. Floral Managers, as of the date of ratification, shall not suffer as a result of the removal of a register from an existing Floral Shop or as a result of the adoption of this provision.

SECTION 12.

MINIMUM CONDITIONS

12.1 - UNIFORMS AND EQUIPMENT - When the Employer requires aprons, caps, gowns or uniforms, the cost, laundry and upkeep of same shall be at the expense of the Employer except when employees are furnished with easy care wash-and-wear uniforms, then the employees will be responsible for laundering same. Replacement wash-and-wear uniforms shall be issued upon request provided they show signs of excessive wear.

12.2 - PAY IN EXCESS OF AGREEMENT - (a) No employee who, prior to the execution of this Agreement, were receiving pay in excess of that provided for the class of work performed, or who were receiving benefits not provided herein, shall have a reduction in pay, or any benefit revoked as a result of the operation of this Agreement. Wages paid in excess of the minimum established in the Contract are to be paid to the individual and not to the job.

(b) Employees who are receiving or who receive a rate of pay in excess of these provided herein shall not have such pay rate reduced, but at any time the pay rate in the Labor Agreement equals or exceeds the rate being paid, then the Employer shall absorb that portion of the excess pay rate by the amount of the increase on the effective date of the rate change in the Contract.

12.3 - LEGAL PROCEEDINGS - Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances in legal proceedings at the request of or in behalf of the Employer, less amounts paid the employee as and for witness fees.

12.4 - NOTICE OF RESIGNATION - An employee desiring to terminate employment shall give at least one (1) calendar week's notice to the Employer in writing or forfeit all vacation due since the last anniversary date and the Employer agrees to provide said employee with a week's work or a week's pay in lieu thereof.

12.5 - ELECTION DAY - The Employer agrees to comply with the terms of the New Mexico State Law in regard to allowing its employees sufficient time off to vote in elections.

12.6 - RECORDING OF TIME - The Employer shall make suitable provisions for recording the hours worked by each employee covered by this Agreement. Employees will be responsible for the recording of time on their own time cards and will be paid in accordance with the time recorded on such time cards. Employees failing to follow the proper procedure regarding time cards will be subject to discipline. When an employee fails to record time on his or her time card or when the time clock records an error on the time card, the employee shall report such failure or error to the Store Manager or his designate who shall insert the proper time in ink on the time card and initial it and the employee shall also initial said card.

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 by the Union to be engaging in such unauthorized practice shall be subject to discipline which may include termination.

12.7 - CHARITY - The Employer and the Union agree that neither shall conduct or handle any campaign or drive for charitable purposes among the employees covered by this Agreement, except where the cooperation and contribution of the employee is voluntary.

SECTION 13.

HOLIDAYS

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

New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employees Birthday
(1) Personal Holiday	

Personal Holiday. 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 accomodate employees based upon date and time of application. In the event the employee does not request their personal holiday prior to November 15, 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 that this determination is not done for arbitrary and capricious reasons.

Birthday Holiday. The Birthday holiday is to be taken within the month in which the Birthday falls on a day mutually acceptable to the manager and the employee. If more than one person requests a birthday holiday off on the same day, the first person's request shall be honored.

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

13.3 - 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. If the Employer determines to open on Thanksgiving, the Employer shall first fill the available openings for holiday work through volunteers. Should there not be sufficient volunteers, the Employer may assign work in inverse order of seniority.

13.4 - HOLIDAY PAY - (a) Regular full-time employees will receive eight (8) hours pay at their straight-time hourly rate for each of the above named holidays.

(b) Regular part-time employees shall receive Holiday Pay computed on the average for the preceding two (2) weeks according to the following schedule:

Average Hours	Holiday Pay
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

13.5 - REQUIREMENTS - No employee shall receive pay for any holidays not worked, unless such employee has reported for work on his/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 same day after said holiday is due to the 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.

13.6 - Employees required to work on holidays will be paid for the hours worked at double (2X) their hourly rate of pay in addition to the holiday pay as provided above.

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

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

SECTION 14.

GENERAL PROVISIONS

14.1 - (a) 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.

(b) Upon timely notification, the Employer agrees to fill out all necessary accident reports and submit them to the necessary personnel in order to expedite any time loss or medical payments.

14.2 - Employees who are unable to report to work as scheduled shall personally notify the Manager (or the person in charge) of the employee's inability to work as scheduled. Employees who are absent because of illness beyond three (3) days shall be required to show a doctor's certificate verifying illness if requested to do so by management. The Employer shall have the right to require proof of an employee who has a history of calling in sick; or where a reasonable doubt exists.

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

SECTION 15.

NO STRIKE/NO LOCKOUT

15.1 - 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 member. The Employer agrees that there shall be no lockout.

15.2 - Section 15.1 will not apply where the Meat Department employee's contract has expired.

SECTION 16.

GRIEVANCE AND ARBITRATION

16.1 - 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.

16.2 - Grievances shall be filed in 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.

16.3 - The following procedure shall followed by the parties hereto:

- (a) Step 1. For administrative grievances, i.e. those grievances relating to Rates of Pay, Vacation Pay, Holiday Pay, Sunday Premium, Night Premium, etc., the employee, who may be assisted by the Store Steward, should first discuss any dispute with the Store Manager. The parties shall make every reasonable effort to resolve any dispute at this level. Settlements made at this level shall not establish any precedent.
- (b) Step 2. Should a settlement of the dispute not be forthcoming at Step 1, or in those grievances which cannot be handled at Step 1, the employee or the Union, as the case may be, shall reduce the dispute to written form setting forth the following:
 - (1) The action complained of.
 - (2) The dates, places and persons involved.
 - (3) The Contract Provision allegedly violated.
 - (4) The proposed remedy.

which shall be submitted to the District Manager of the store involved. Within fifteen (15) days thereafter, the District Manager shall meet with the Business Representative, at the store, if practical, in an effort to resolve the dispute. Settlements made at this level shall not establish any precedent.

- (c) Step 3. Should a settlement of the dispute not be forthcoming at Step 2, or if there is no Step 2 meeting held as set forth above, the Union or The Employer, as the case may be, may appeal such action to the Industrial Relations Department. As soon as practical thereafter, but in no event more than thirty (30) days thereafter, the Industrial Relations Manager and/or Human Resources Manager shall meet with Representatives of the Union in an effort to resolve the dispute. Settlements made at this level shall not establish any precedent.
- (d) Step 4. Should a settlement of the dispute not be forthcoming at Step 3, the matter shall be referred to Formal Arbitration unless the parties elect to submit the matter to the Grievance Board. The Grievance Board shall consist of two persons, one person selected by each party, who shall jointly select a third party to sit on all scheduled grievances to be heard. The hearing shall take place as soon as practical but no later than thirty (30) days thereafter.

No grievance may be considered unless the procedure provided herein has been followed. The Employer and the Union agrees that every reasonable effort should be made to resolve any dispute at the earliest level of the grievance procedure. The parties agree that no recriminate action may be taken against any employee who files a grievance, who provides evidence, or who exercises their rights under Section 15. Should either party become aware of any violation of the foregoing, the party shall take immediate and effective steps to remedy such violation.

16.4 - FORMAL ARBITRATION - At the beginning of each contract term, a request may be made for a panel of twenty-five (25) arbitrators from the Federal Mediation and Conciliation Service. Each party shall strike a name in alternation with the Employer striking the first name. The five remaining names will be rotated between any grievance going to arbitration.

16.5 - The decision of the arbitrator shall be final and binding on 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.

16.6 - 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 forums of law, in equity or otherwise which will or may be available to either of the parties.

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

SECTION 17.

HEALTH AND WELFARE

17.1 - 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 17.2 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 January 1, 1986. 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.

17.2 - 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 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.

- (c) 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 per week.
- (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 rehired) into the Bargaining Unit.

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

17.4 - 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. If legislation is enacted which affects Health and Welfare or related benefits, or cost 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.

17.5 - 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 18.

LEAVES OF ABSENCE

18.1 - 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 to the extent of recovery for same up to a maximum of six (6) months.

- (a) 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.
- (b) 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.
- (c) In all cases of leave, it shall be the responsibility of the employee to keep the Employer advised of his/her desire to return to work and to 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.

18.2 - 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.

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

18.4 - 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.

18.5 - PERSONAL LEAVE - The Employer agrees to notify the Union of any personal leave of absence and the conditions of same which it grants to any employee. Such leaves of absence shall not exceed one (1) calendar year. The Employer shall retain sole and exclusive right to grant personal leaves of absence.

SECTION 19.

FUNERAL LEAVE

19.1 - 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.

19.2 - 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 is necessary.

19.3 - 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 20.

JURY DUTY

20.1 - Employees who are required to and who report for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty an amount equal to the difference between the employee's regular straight-time hourly rate times the number of hours (up to eight (8)) that he otherwise would have been scheduled to work and the compensation received for jury duty (excluding amounts received as reimbursement for expenses or as a travel allowance). Such hours paid for shall not be counted as hours worked for purposes of computing overtime. Jury Duty pay shall not exceed ten (10) working days pay per year.

20.2 - In order to be eligible to receive payment under this Section, an employee must notify his store manager on his first (1st) 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 off which payment is claimed.

20.3 - 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 an 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 he served and was compensated for jury duty by the Court on that day.

20.4 - 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 an appearance, and such time shall not be considered as part of the work week under the terms of this Agreement.

SECTION 21.

PENSION

20.1 - The Employer shall pay forty-five cents (45¢) 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 this Courtesy Clerks classification.

20.2 - 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 of 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. 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 22.

STORE CLOSURES

In the event the Employer determines to permanently close a store, the Employer will give two (2) weeks notice of intent to close, or two (2) weeks pay in lieu thereof. In addition, the Employer agrees to meet with the Union for the negotiating the effects of the closing on the employees 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.

TECHNOLOGICAL CHANGE

24.1 - 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 Section 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 affected employees.
 - (3) Where employees would be displaced by such installation, the Employer will make every effort to affect 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, then he employee would qualify for separation pay, if:
- a. The employee has two (2) or more years of continuous service.
 - b. Does not refuse a transfer within a twenty-five (25) mile radius.
 - c. Does not refuse to be retrained.
 - d. Such action does not occur more than one (1) year from date of installation.
 - e. 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 adjustment.

SECTION 25.

LESSEES

In the event of the Employer determines to lease out a department in a store(s), the Employer will give two (2) weeks notice of intent to lease such department. In addition, the Employer agrees to meet with the Union for the purpose of negotiating the effects of the lease on the employees of that department. This provision shall be subject to the Grievance procedure.

SECTION 26.

TERM OF AGREEMENT

This Agreement shall be in effect from October 27, 1985 to October 29, 1988 * and from year to year thereafter, subject to amendment, alteration or termination by either party upon sixty (60) days written notice given prior to any anniversary date of the Contract beginning with the last date mentioned above.

* (Dates for Belen, Socorro and Espanola are: January 19, 1986 to January 21, 1989)

Signed this 26th day of November, 1985.

FOR THE EMPLOYER:

SAFEWAY STORES, INCORPORATED

By: _____
B. Raj Dogra,
Vice President, Division Manager

By: _____
Paul G. Johnson,
Branch Manager, Industrial Relations

FOR THE UNION:

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL NO. 1564

By: _____
James E. Eyer,
President

By: _____
Hector M. Martinez,
Secretary-Treasurer

APPENDIX 'A'

WAGE RATES AND CLASSIFICATIONS

Classifications:	Albuquerque, Santa Fe, Taos Los Alamos, Las Vegas	Effective Dates:			
a) <u>Food Clerks</u>		<u>Present</u>	10/27/85	10/26/86	10/25/87
	Belen, Espanola, Socorro		1/19/86	1/18/87	1/17/88
Junior Clerk		4.50	4.66	4.775	4.87
Apprentices*					
0 - 6 months		4.74	4.94	5.035	5.135
6 - 12 months		6.07	6.285	6.44	6.57
12 - 18 months		7.09	7.34	7.525	7.675
18 - 24 months		8.10	8.385	8.595	8.77
24 - 30 months		9.115	9.435	9.67	9.865
Journeyperson		10.125	10.48	10.74	10.955
b) <u>Prepared Foods Clerk (Bakery/Deli)</u>					
Apprentices*					
0 - 6 months		4.255	4.405	4.515	4.605
6 - 12 months		5.12	5.30	5.43	5.54
12 - 18 months		5.985	6.195	6.35	6.48
Journeyperson		6.65	6.885	7.055	7.195
Department Mgr. (Where Designated)		10.30	10.66	10.925	11.145
c) <u>General Merchandise, Bulk Food and Floral Clerks</u>					
Apprentice*					
0 - 6 months		4.255	4.405	4.515	4.605
6 - 12 months		4.96	5.135	5.265	5.37
12 - 18 months		5.315	5.50	5.64	5.755
18 - 24 months		6.025	6.235	6.40	6.53
24 - 30 months		6.40	6.605	6.77	6.905
Journeyperson		7.09	7.335	7.52	7.67
Department Mgr. (Where Designated)		10.125	10.48	10.74	10.955
d) <u>Soft Goods, Camera, Layaway and Jewelry Clerks</u>					
Apprentices*					
0 - 6 months		3.825	3.96	4.06	4.14
6 - 12 months		4.46	4.615	4.73	4.825
12 - 18 months		4.78	4.945	5.07	5.17
18 - 24 months		5.415	5.605	5.745	5.86
24 - 30 months		5.735	5.935	6.085	6.205
Journeyperson		6.375	6.60	6.765	6.90
e) <u>Store Secretary</u>					
Apprentice*					
0 - 3 months		4.25	4.40	4.51	4.60
3 - 6 months		4.50	4.66	4.775	4.87
6 - 12 months		4.75	4.95	5.04	5.14
12 - 18 months		5.00	5.17	5.30	5.41
18 - 24 months		5.25	5.43	5.565	5.675
24 - 30 months		5.75	5.94	6.09	6.215
30 - 36 months		6.25	6.455	6.62	6.75
Thereafter		7.09	7.335	7.52	7.67

f) Ice Cream, Candy and Film Clerks

Apprentices	.Federal Minimum Wage			
0 - 500 hours	.25¢ above Federal Minimum Wage			
Thereafter	. +10¢			
(Hired before ratification)				
(Hired before 12/2/82)	3.80	3.915	4.015	4.095

g) Head Clerks (Where Designated) 10.275 10.635 10.90 11.12

h) Liquor Manager 10.375 10.74 11.01 11.23

i) Produce Manager 10.675 11.05 11.325 11.55

j) Courtesy Clerks

0 - 520 hours	3.35	3.35	3.35	3.35
Thereafter	3.50	3.50	3.50	3.50
(Hired before ratification)				
0 - 520 hours	3.45	3.45	3.45	3.45
Thereafter	3.60	3.60	3.60	3.60
(Hired before 12/2/82)	3.80	3.915	4.015	4.095

* Employees hired or promoted into Apprentice brackets on or after November 1, 1985, shall be required to work 1040 hours for each six (6) month step (520 hours for each three month step). The Employer shall provide the Union a monthly employee listing showing all hours worked during the previous month as well as employment-to-date listing.

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.

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