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AGREEMENT

This Agreement, made and entered into on this the 7 day of April, 1964, by and between SAFEWAY STORES, INCORPORATED, hereinafter called the Employer, and Local No. 368, of the RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, hereinafter called the Union.

WHEREAS, the Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote and improve industrial and economic relations between the Employer and the Employees covered by this Agreement and to provide methods for a fair and peaceable adjustment of all disputes which may arise between them, so as to secure full employment, uninterrupted operations, and general stabilization of employment.

NOW, THEREFORE, in mutual consideration, the parties agree, as follows:

Article 1. Recognition

The Employer hereby recognizes the Union as the sole collective bargaining agent for all regular full-time and regular part-time employees working for the Employer in the stores located in Dallas Texas excluding meat department employees, managers, assistant managers, package boys working twelve (12) hours per week or less, watchmen, guards and supervisors as defined in the Act, as Amended.

Article 2. Union Store Card

The Union agrees to furnish the Employer at least one Union Store Card for each of the Employer's stores. Such card shall remain the property of the Union and shall be surrendered to the Union upon demand.

Article 3. Management Rights Clause

Management of the business and direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge are vested in the Employer, and provided further that this right is not in conflict with any other provision of this agreement. However, no employee shall be discharged or discriminated against because of membership or non-membership in the Union.

Article 4. Dispute Procedure

A. The Union shall have the right to designate shop stewards for each store. The shop stewards so designated shall not exceed two (2) per store, one to act as steward and one to act as alternate steward.

B. Should any difference, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such difference, dispute, or complaint through the following steps:

* Means Dallas County, Texas.

Same Contract applies to Ft Worth & Arlington

2.

Article 4, Dispute Procedure, continued.

STEP 1. By conference between the aggrieved employee, the shop steward, or both and the manager of the store.

STEP 2. By conference between the shop steward and/or the business agent and the District Manager.

STEP 3. By conference between an official of the Union and the Branch Manager of Industrial Relations Department, or the person designated by him.

STEP 4. In the event the last step fails to settle satisfactorily the complaint, it shall be referred to a Board of Arbitration.

C. The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two (2) persons shall within two (2) days after disagreement request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which a third arbitrator shall be selected and the decision of the majority shall be binding on both parties. The expense of the third arbitrator shall be paid for jointly by the Employer and the Union.

D. The Employer shall not discharge any employee without just cause and shall give at least one written warning notice of the specific complaint or complaints against such employee to the employee, except that no warning notice need be given to any employee before discharge for just cause such as incompetency, dishonesty, intoxication or failure to perform work as assigned. The Union may file a written complaint with the Employer within seven (7) days asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board of Arbitration rule it was an improper discharge, the Employer shall reinstate the employee in accordance with the findings of the Board.

E. No grievance will be discussed unless the outlined procedure has been followed except as otherwise provided in Article 4, Paragraph J.

F. Lengthy discussions between employees and representatives of the Union, including the shop steward, or among themselves concerning disputes shall not take place during working hours.

G. The manager of a store shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this agreement are being complied with.

H. The Employer shall have a right to call a conference with the shop steward or officials of the Union for the purpose of discussing his grievances, criticisms or other problems.

I. Grievances must be presented in writing and no grievance will be considered or discussed which is presented later than ten (10) calendar days after such has happened.

J. It is agreed that Steps 1 and 2 of this dispute procedure may be waived if acceptable to both the Employer and the Union.

K. The Board of Arbitration is not vested with the power to change, modify, or alter this agreement, but only to interpret the specific provisions of this agreement.

3.

Article 5. Working Conditions

A. The basic work week shall consist of forty (40) hours to be worked in five (5) shifts, not necessarily consecutive. All work performed in excess of the basic work week shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the employee's straight time rate of pay. The five-shift week does not apply to students during the school term.

B. All work performed in excess of eight (8) hours per shift shall be paid for at time and one-half. Time and one-half shall be paid on the weekly or shift basis, whichever is greater, but not both.

C. Work performed by an employee on his sixth (6th) or seventh (7th) shift worked in any one week shall be compensated for at one and one-half ($1\frac{1}{2}$) times the employee's regular straight time rate. The sixth and seventh shift worked in any one week shall be defined as the regular scheduled shift off. This section does not apply to students during the regular school term.

D. Shift hours shall be worked consecutively with no split shifts, except for one (1) hour for lunch to be given between the beginning of the fourth (4th) hour and the end of the sixth (6th) hour of the work shift.

E. Where employees are receiving wages in excess of the rates set forth in this Agreement, the overtime rate shall be based on the employee's actual rate of pay.

F. All employees will be given one (1) paid rest period of fifteen (15) minutes for each one-half ($\frac{1}{2}$) shift worked, but no more than two (2) rest periods in any one shift worked, except that if an employee works more than ten (10) hours in any one shift, a third fifteen (15) minute paid rest shall be granted.

G. Sunday work performed by employees covered by this Agreement shall be compensated for at time and one-half ($1\frac{1}{2}$) the employee's regular straight time rate. There shall be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime.

H. Employees, except students, who are instructed to report for work shall be guaranteed at least four (4) hours work, or four (4) hours' straight time pay in lieu thereof.

I. The Company will post a work schedule for full-time employees in each store for the following week, not later than 5 P.M. Friday. This schedule will show the work hours, lunch period and first and last names of the employees. Said schedules will not be changed except where such change is predicated by circumstances beyond the control of the employer such as illness or emergency. Emergency means strike, fire, flood, Etc.

J. A schedule for part-time employees shall be posted by noon on Friday for the succeeding week. This schedule is subject to change based on the needs of the business.

K. At the end of each Safeway accounting period, the Employer will furnish the Union a list of new employees who were hired during the period together with their store numbers and their Social Security numbers.

L. There shall be a minimum of ten (10) hours between work shifts for each employee.

Article 6. Seniority

A. In layoff and recall, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. When a full-time employee is laid-off he may bump the least senior part-time employee of the same sex. However, he shall maintain recall rights to full time.

B. In the matter of promotions or transfers from one type of work to the other, or from one store to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority.

C. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid-off continuously for a period of more than six (6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.

D. Employees will be employed on a trial basis for the first thirty (30) days and shall not accumulate seniority for this period. However, if said employee is retained following the thirty (30)-day trial period, his seniority will revert to the last date of hire. Employees discharged during trial period shall not have recourse through any other provision of this Agreement. There shall be four (4) seniority groups: Male Clerk, Full Time; Male Clerk, Part Time; Female Clerk, Full Time and Female Clerks, Part Time. Agreed upon seniority lists shall be established and maintained, and such records shall be available to the Union at all times.

E. When additional hours are added in a store, such hours shall be given to an employee in the same classification in the same store if available and qualified to do the work, before a new employee is hired in that classification in that store. The Employer is not obligated to give such hours to an employee where such hours would cause payment of weekly or daily overtime or split shifts and Article 5, Paragraph H, on call in pay shall not apply to such additional hours. It is further understood that this paragraph does not mean that one employee may claim hours from another employee's schedule.

Article 7. Leave of Absence

A. Illness or Injury. Employees shall be allowed a leave-of-absence for illness or injury which requires absence from work up to thirty (30) days. An extension may be requested if necessary.

B. Union Leave. The Employer shall grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business. The Employee shall, upon returning to work, receive any wage increase or any wage reduction that may have become effective during such absence, provided the Employer is given at least one (1) week's notice in writing specifying the length of time off. Such leave-of-absence shall be limited to twelve (12) months.

C. Personal Leave. Leave of absence up to thirty (30) days must be granted for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. Any employee desiring a leave-of-absence from the job shall make written application, with a copy to the Union, and shall secure written permission from the Employer, with a copy to the Union, the length of absence to be agreed upon by the Employer and the employee. The length of leave shall be commensurate with the need. Failure to comply with this provision shall result in complete loss of the seniority rights of the employee involved.

Article 7. Leave of Absence (Continued)

D. Pregnancy Leave. Female employees with twelve (12) or more months of service as a regular employee with the Employer shall make a written request for Leave-of-Absence in case of pregnancy. Such leave must be requested before the end of the fourth month of pregnancy, and will expire not later than three (3) months after birth or miscarriage. Said employee will be eligible for the first opening of employment within thirty (30) days after the employee notifies the Employer of her availability for work and has a doctor's release. Such notice of availability must be given the Employer in writing. If there is no opening within thirty (30) days after notification of availability for work, the employee must be given employment at the end of thirty (30) days from such notification.

E. Military Leave. Any employee in military service under the provisions of Federal Law shall be returned to his job and retain his seniority in accordance with such law. An employee on National Guard or Reserve Duty will not be required to use his vacation for this purpose.

F. Time spent on Leave-of-Absence as set forth in Sections A, B, C, D and E above will not be counted as time worked for the purpose of wage computation and said employee, while on such Leave-of-Absence will not accumulate other benefits provided in this Agreement, except there shall be no loss in seniority providing the above provisions are properly applied.

Article 8. Schedule of Wages

Following is the minimum scale of wages for all regular employees covered by this Agreement:

RETAIL FOOD CLERKS

Male	1st yr.	2nd yr.	3rd yr.
1st 6 months	1.49	1.49	1.49
2nd 6 months	1.57	1.57	1.57
3rd 6 months	1.64	1.65	1.65
4th 6 months	1.69	1.70	1.71
5th 6 months	1.79	1.81	1.83
6th 6 months	1.85	1.87	1.89
7th 6 months	1.96	2.00	2.04
8th 6 months	2.09	2.13	2.17
Thereafter	2.31	2.35	2.39

Female

1st 6 months	1.44	1.44	1.44
2nd 6 months	1.52	1.54	1.56
3rd 6 months	1.60	1.63	1.65
4th 6 months	1.65	1.68	1.71
5th 6 months	1.74	1.78	1.82
6th 6 months	1.81	1.85	1.89
Thereafter	1.99	2.03	2.07

PRODUCE DEPT. MANAGERS

Under \$2500	2.41	2.45	2.49
2501 to 3000	2.47	2.51	2.55
3001 to 3500	2.53	2.57	2.61
\$3501 and Up	2.59	2.63	2.67

PORTERS

1st 6 months	1.40	1.40	1.40
2nd 6 months	1.46	1.46	1.46
Thereafter	1.59	1.62	1.65

<u>Package Boys</u>	2-4-64	1.07½
9-1-64		1.15
9-1-65		1.25

Article 8. Schedule of Wages (Continued)

A. Part-time employees must complete 1040 hours of work in order to qualify for the six months' progression increases.

B. Employees on special assignment, except produce department managers, receiving rates of pay in excess of the rates set forth in this Agreement shall be increased in the same proportion as top rate of this contract.

C. Regular and extra part-time employees, commonly referred to as "Package Boys", shall perform the following work only: bagging, carrying out, straightening buggies, cleaning check stand area, sorting bottles, and various other clean-up duties such as mopping and sweeping.

D. Regular and extra part-time employees doing regular clerks work, such as stocking, checking, marking, unloading, ordering, Etc., will receive the wage schedule of this contract for such work.

Article 9. Holidays

A. The following shall be recognized as holidays: New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event a holiday named herein falls on Sunday, the following Monday shall be observed.

B. The basic work week shall be forty (40) hours, to be worked in five days, or thirty-two (32) hours to be worked in four (4) days.

C. Regular full-time employees who work a full work week in which a holiday occurs shall receive eight (8) hours' pay in addition to the hours worked. Employees who are absent during a holiday week shall not be paid for the holiday pay unless such absence has been authorized by the Company or is due to proven illness or authorized excuse, in which case, the employee shall receive holiday pay, provided he works part of the holiday work week.

D. Part-time employees working in excess of twenty-four (24) hours per week shall receive one-fifth ($1/5$) of their week's pay as holiday pay.

E. All work performed on a holiday shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the regular straight time rate of pay, in addition to receiving the regular holiday pay.

F. Employees will not be required to work on Labor Day.

G. Any other holiday will also be incorporated into this Agreement if and when it is generally observed by the retail trade in the area of this Agreement.

Article 10. Vacation Wages

A. After one (1) year of continuous service, all regular full-time employees shall receive one (1) week of vacation with full pay.

B. After three (3) years of continuous service, all regular full-time employees shall receive two (2) weeks of vacation with full pay.

C. After ten (10) years of continuous service, all regular full-time employees shall receive three (3) weeks of vacation with full pay.

D. When a holiday designated under Article 9 of this Agreement occurs during the time an employee is on vacation, one additional day shall be added to said employee's vacation period or one day's straight time pay in lieu thereof.

Article 10. Vacation Wages (Continued)

E. All regular part-time employees working in excess of twenty-four (24) hours per week shall be granted a prorated vacation based on the average hours worked during the twelve (12) months immediately preceding their vacation eligibility date.

Article 11. Funeral Leave

In the event of a death in an employee's immediate family (spouse, child, father, mother, brother, sister, grandmother, grandfather, any in-law relationship, or any relative living permanently in the employee's immediate household), the employee shall be entitled to be absent from work for such time as is necessary to make arrangements for and attend the funeral and will be allowed up to a maximum of three (3) days of funeral leave pay. During such absence, the employee shall be compensated at the straight time hourly classification rate for such regular working time lost. Such absentee compensation shall not include pay for lost overtime, vacation time, or premium pay; it shall include holiday pay. It is understood that an employee will be allowed one (1) day off to attend the funeral of other close relatives down to and including first cousins, such time to be considered as actual time worked and paid for as such, providing the employee is scheduled to work on the day of the funeral.

Article 12. Health and Welfare

A. This Article shall be come effective September 1, 1964.

B. The term "eligible employee" shall mean an employee who has worked an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours) immediately preceding the first day of any calendar month. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (256) hours and such date shall hereinafter be referred to as his eligibility date. However, an employee who has worked an average of thirty-two (32) hours per week for the period of eight (8) consecutive calendar weeks (256) hours immediately preceding September 1, 1964 shall become eligible for health and welfare benefits on such date and such date shall be his eligibility date. Regular employees (by Employer's definition) who are off work and receiving benefits or Workmen's Compensation shall have such time considered as time worked for eligibility purposes in computing the 256 hours worked immediately preceding September 1, 1964.

C. Effective September 1, 1964 with respect to employees eligible on that date and effective on the first day of the calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) with respect to employees who complete the eight (8) consecutive calendar weeks (256 hours) period after September 1, 1964, the Employer shall contribute the sum of twenty-one dollars (\$21.00) per month for each eligible employee to the Health and Welfare Trust Fund to be established pursuant to a Health and Welfare Trust Agreement to be hereinafter entered into by the parties hereto for the purpose of providing such health and welfare benefits. Such Health and Welfare Fund shall be a jointly administered Employer and Union Trust Fund.

D. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A lay-off or leave of absence of thirty (30) calendar days or more except as otherwise provided below:
2. the employee's ceasing to be an eligible employee due to his failure to work an average of thirty-two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours) immediately preceding the first day of any calendar month.

Article 12. Health and Welfare (Continued)

E. Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of a non-work accident, one (1) month's contribution following the month in which the employee incurred the accident.
2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.
3. In case of illness, two (2) month's contribution following the month in which the illness occurs.
4. In case of compensable injury, three (3) month's contribution following the month in which the injury occurs.
5. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for just cause or resigns to go into business for himself.

F. Effective September 1, 1964, all of the Employer's established insurance and sick leave programs including health and welfare, life insurance and paid sick leave shall be discontinued.

Article 13. Jury Duty

In case a regular employee is known to have served on a duly constituted jury, he shall be paid for hours necessarily absent from work, but in no case for more than the number of hours in the basic work week. Employees who assume responsibility of citizenship by serving in such capacity will be privileged to retain jury fees. The employees will notify the Employer upon receipt of jury service notice as soon as possible.

Article 14. Uniforms and Laundry

All uniforms required by the Employer to be used by the employees while on duty shall be furnished and maintained by the Employer, except that wash-and-wear uniforms furnished by the Employer shall be maintained by the employee.

Article 15. Strikes and Lockouts

It is agreed that there will be no strikes or lockouts pending settlement of a dispute in accordance with the grievance procedure herein established. However, no employee shall be required to cross a picket line when his health or safety would be endangered.

Article 16. Previous Experience

A. Previous proven comparable experience within five (5) years from date of present employment shall be the basis for determination of an employee's rate of pay.

B. Previous experience must be stated at the time of employment and shown on application for employment.

C. Claims for rate adjustment based on previous experience must be filed within forty (40) days from the date of employment, otherwise the employee forfeits any claim under the provision. Rate adjustments based on previous experience will be made within the first forty (40) days or day of confirmation, whichever comes first.

9.

Article 17. Special Provision

A. This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and none of the parties shall be bound by any statement, representation or agreement reach prior to the signing of this Agreement or made during these negotiations, but not set forth herein.

B. Nothing contained in this Agreement is intended to violate any Federal or State Laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation then that part shall be null and void, and the parties agree that they will within thirty (30) calendar days, begin negotiations to replace such void part with a valid provision.

Article 19. Check-off

A. The Employer agrees to a check-off of Union membership dues, consisting of monthly dues, initiation fees, and uniform assessments for all Union employees covered by this Agreement, provided the Union delivers to the Employer a written authorization signed by the employee irrevocable for one year or the expiration of this Agreement, whichever shall occur sooner. The Union shall certify to the Company in writing each month a list of its members working for the Employer who have furnished the Employer such authorization, together with an itemized statement of dues, initiation fees and uniform assessments owed, to be deducted for such month, from the pay of such members.

B. The Company shall deduct and remit to the Union in one lump sum the amount so certified in respect to each member from the fourth pay check of each month following the receipt of such certification of statement and within seven (7) days following such deduction, remit the same to the Union.

Article 20. Expiration and Renewal

This Agreement shall be in effect from February 1, 1964 to February, 1967 and shall remain in effect thereafter from year to year unless either party hereto shall give notice in writing to the other party of a desire to change or terminate this Agreement and such notice shall be presented by registered mail by either party not later than sixty (60) days prior to the termination date hereto. During such sixty (60)-day period, conferences shall be held working toward a revision of this Agreement and there shall be no cessation of work during such conferences.

Signed this the 7 day of April, 1964.

SAFeway STORES, INCORPORATED

RETAIL CLERKS INTERNATIONAL
ASSOCIATION LOCAL UNION NO. 368

By:

By:

David Kerner

Richard L. Linder
Vernon Hodges

MAR 22 1965

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON, D.C. 20210

March 3, 1965

*Please send all
ref. for Contracts of any store Texas
to*

Safeway Stores, Incorporated
Arlington
Texas

SAFEGWAY STORES, INC.
EMPLOYEE RELATIONS DEPT
P. O. BOX 2218
DALLAS TEXAS

EMP. REL. MAR 12 1965

Dear Sir:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering stores in Fort Worth and Arlington, Texas, with the Retail Clerks International Association #1549. This agreement expired February 1964.

Has been merged with local 368

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

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

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

Very truly yours,

Ewan Clague
Ewan Clague

Commissioner of Labor Statistics

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 300+
2. Number and location of establishments covered by agreement 17 Retail
Stores in Ft Worth & Arlington
3. Product, service, or type of business Retail Food Stores
4. If previous agreement has been extended without change, indicate new expiration date _____

(Your name)

(Position)

(Street)

(City and State)