

VII

ARTICLES of AGREEMENT

between

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STANDARD STATIONS, INC.

and

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WESTERN STATES
SERVICE STATION
EMPLOYEES UNION

APRIL 16, 1970

WSSSEU - SS, INC.

ARTICLES of AGREEMENT

between

STANDARD STATIONS, INC.

and

WESTERN STATES
SERVICE STATION
EMPLOYEES UNION

APRIL 16, 1970

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ARTICLES OF AGREEMENT

This Agreement is made and entered into by and between STANDARD STATIONS, INC., hereinafter referred to as the Company and the WESTERN STATES SERVICE STATION EMPLOYEES UNION hereinafter referred to as the Union.

ARTICLE I - Recognition of the Union

A. The Company recognizes the Union as the exclusive representative of those employees of the Company referred to in this Article for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

B. This Agreement shall apply to all service station employees assigned in classifications listed in Schedule A.

ARTICLE II - Voluntary Deduction of Union Dues - Initiation Fee "Check Off"

A. Employees covered by this Agreement may authorize the Company in writing on a mutually agreeable form to deduct the initiation fee and the regular monthly dues of the Union from their wages. The authorization to withhold dues will be irrevocable for one year from the date indicated on the form or until termination date of this Agreement, whichever occurs sooner. The authorization shall continue in effect unless and until there is no collective bargaining Agreement in effect between the Company and the Union or when

written notice to revoke is received by the Company from the employee. In either event the authorization shall terminate. A copy of such written notice to revoke will be sent to the Union.

B. Monthly remittances will be made by the Company's respective payroll offices directly to the Secretary-Treasurer of the Executive Board of the Union not later than the 27th day of the month following the month for which the deductions are made.

ARTICLE III - Compensation Rates and Classifications

A. Wage rates with classifications applicable thereto are covered in Schedule A.

B. A Night Rate Differential at the rate of 15¢ per hour for work between 8:00 P.M. and midnight and 30¢ per hour for work between midnight and 6:00 A.M. will be paid in addition to the hourly rate set forth in Schedule A.

C. The Lead Salesman rate of pay will be paid for relief of the Lead Salesman for five (5) continuous working days or more retro-active to the first day.

D. When a station is undergoing reconstruction which hinders normal operation, the Lead Salesman will remain on the station at the Lead Salesman classification or be assigned as Lead Salesman to another station during

the period of reconstruction. Similar protection will be granted under abnormal conditions, such as road work, highway change, earthquake and flood, and will continue until the abnormal condition ends or until an opening occurs of like classification but not beyond one year.

ARTICLE IV - Working Hours and Overtime

A. Work Week and Work Schedule

1. Work Week. The work week is Monday (12:01 A.M.) to Sunday (midnight).
2. Weekly Work Schedule. (a) The weekly Work Schedule for regular employees except as defined in 2(b) below will consist of five (5) work days totaling forty (40) hours at the straight-time rate and two (2) days off, except that in stations assigned double coverage during early morning hours the weekly Work Schedule for one man may consist of four (4) work days totaling forty (40) hours and three (3) days off.

(b) Upon request a regular employee may be granted a reduced schedule of less than forty (40) hours but at least thirty (30) hours in the established work week to allow him to pursue a college course approved by the Company and still maintain his regular status for benefit plan purposes. For such an employee the provisions of C, D, and E below may be waived at his request.

3. Meal Period. The work day will, where practicable in the Company's opinion, be scheduled to provide a meal period of a minimum of one-half (1/2) hour and a maximum of one (1) hour, exclusive of working time.

B. Overtime. Overtime for regular employees is that time worked in excess of the scheduled hours of work for any one (1) day or in excess of forty (40) hours in a work week. Overtime for part-time employees and Temporary Laborers is that time worked in excess of forty (40) hours in the work week. Such overtime worked will be paid for at the rate of time and one-half (1-1/2) the hourly rate.

C. Time Between Shifts. Scheduled hours for regular employees will provide at least eight (8) consecutive hours elapsed time between shifts.

D. Regular Work Schedules. At certain stations certain shifts will start and end at the same time each work day. Such shifts will be rotated among Senior Salesmen, Salesmen and Salesmen-Trainees, so that straight day, evening, and early morning shifts are equitably distributed and each shift assignment will not be continued beyond four (4) consecutive weeks, except where requested in writing by the employee. Where specifically requested, individual written requests will be made available to the Union.

E. Irregular Work Schedules. The following provisions will apply when work shifts do not start and end at the same time each work day:

1. A regular employee will not be required to work more than three (3) consecutive days on shifts which end later than 8:00 P.M. This limitation does not apply to the early morning shift at all-night stations.
2. A regular employee will not be required to work a shift ending later than 8:00 P.M. prior to his days off.

These provisions will not apply where shift changes are required because of the failure or inability of an assigned employee to work his full shift or any part of it or because of an employee resigning without reasonable notice or on single coverage stations.

F. The Company will determine the number of regular and irregular schedules at each station.

G. An early morning shift is defined as one which starts at or after 10:00 P.M. and ends not later than 9:00 A.M. and may be applied under "D. Regular Work Schedules" or "E. Irregular Work Schedules."

H. Work Schedules will be posted on Friday to cover the following work week. However, it

is recognized that such schedules may be changed by the Company, subject to contract provisions, if required to meet unforeseen circumstances.

ARTICLE V - Holiday Pay

A. All employees will be paid double time (2T) the hourly rate for hours worked on the following eight (8) holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas. Night Rate Differential will be paid at straight time for such hours worked.

B. Regular employees will be paid at straight time if Thanksgiving and/or Christmas fall in their working schedule and they are not required to work.

C. The calendar day on which the holiday falls will be the recognized holiday under the provisions of this article.

ARTICLE VI - Civic Duties

Employees required to serve as jurors or to attend court or coroner's inquest as witnesses shall receive their straight-time pay over the fees received for the time absent except deductions will be made for any fees received as expert witness in excess of regular witness fee. Employees registered and entitled to vote at National, State, County, or Municipal elections will, if their

schedules make it necessary, be allowed sufficient time off with straight-time pay to exercise this important privilege. An employee serving on a public election board may absent himself from work to perform such service, and no deduction will be made from his regular pay because of such absence. It is understood that employees required to serve as jurors or act as witnesses will report for work immediately after completing these services and complete the hours remaining within the scheduled work day. The work day in such instances will be assumed as ending eight (8) hours after the time of reporting for such service as a juror or witness.

ARTICLE VII - Laundry

A. The Company will supply and assume the uniform laundering service expense of five (5) uniforms and two (2) caps per regular employee per week, and one (1) uniform per eight (8) hours of work, but not more than one (1) uniform per shift (day), nor more than five (5) uniforms and two (2) caps per week for part-time employees. Where satisfactory laundering service is unobtainable in the Company's opinion, a laundry allowance of \$21 per month for regular employees and 97¢ per 8-hour day for part-time employees will apply in lieu of the laundering service expense.

B. The Company will assume the dry cleaning expense of one (1) employee purchased authorized Lee Dacron Jacket each month.

ARTICLE VIII - Use of Personal Cars on Company Business

A. The use of employees' cars is entirely on a voluntary basis.

B. Personal car mileage will be paid at the rate of 8-1/2¢ per mile for the first 1,000 miles traveled in any calendar month, and 7-1/2¢ per mile for mileage in excess of 1,000 miles in any one calendar month, except that in any case a minimum of 25¢ per round trip will apply for authorized uses as specified as follows:

1. Banking Station funds.
2. Picking up necessary merchandise from other stations.
3. Picking up necessary replacement parts.
4. Collecting for returned checks, emergency deliveries and unauthorized S-28's.
5. Obtaining price information when required.
6. When necessary to leave limits of home city or town to attend meetings called by the Management.
7. When necessary to leave limits of home city or town for relief duty.

8. Emergency road-side tire and battery service.
9. Picking up and delivery of customers' cars for lubrication service.
10. For other Company business as authorized by the Company.

ARTICLE IX - Vacations

Regular service station employees will receive annual vacations with full pay dependent upon the prior completion of one year of continuous service and those other conditions defined hereafter.

A. Eligibility

1. A regular employee (part time and temporary labor excluded) after one year of continuous service, shall receive a vacation in each calendar year.
2. If the first anniversary date occurs between December 15 and the year end, an employee shall receive his first regular vacation in the last half of December.

B. Length of Vacation

- | <u>In each calendar year
in which an employee
completes</u> | <u>Length of
Vacation</u> |
|--|-------------------------------|
| 1 year, or more, but
less than 5 years of
continuous service. | 2 Weeks |
| 5 years, or more, but
less than 10 years of
continuous service. | 3 Weeks |
| 10 years, or more, but
less than 20 years of
continuous service. | 4 Weeks |
| 20 years, or more, of
continuous service. | 5 Weeks |
2. If during an employee's vacation period one of the eight (8) recognized holidays, as indicated in Article V, Section A, occurs, he will receive an extra day of paid vacation immediately before or after his regular vacation, or, in lieu thereof, an extra day's pay at the straight-time rate. Whether an employee receives an extra day of paid vacation or an extra day's pay at the straight-time rate in lieu thereof will be determined by operating needs.

C. Time of Vacation

1. Vacations are noncumulative, except as provided in Section C-3 below and are to be taken within the calendar year. An employee may not waive a vacation and draw double pay.
2. An employee will be given the opportunity to express his preference as to a vacation period. So far as is practicable, the Company will take the employee's request into account in scheduling his vacation, but operating needs are controlling as to when a vacation may be taken. The employee will be advised of his vacation date as far in advance as practicable.
3. To provide "long vacations" in years in which the employee completes 25, 30, 35, etc. years of continuous service, one week of vacation may be deferred from the prior year and taken in the calendar year in which an employee completes 25, 30, 35, etc. years of continuous service.
4. If an employee wants to defer a week of vacation, he must notify the Company in writing by January 1 of the calendar year from which he wishes to defer such week of vacation.

D. Pay for Vacation

Vacation pay is at the straight-time rate, plus Night Rate Differential if applicable, for the regular work schedule computed in accordance with established policy based on the regular pay which the employee would have received had he been working. (Laundry allowance, where applicable, excluded.) Regular vacation pay will be reduced by one-twelfth for each continuous period of 30 calendar days an employee was absent from work since his vacation in the prior calendar year other than while receiving benefits under the Company's Sickness and Non-Industrial Accident Benefit Plan or since his service date in the case of the first vacation. Any absence for an industrial injury or industrial sickness to the date legal compensation ceases, up to a continuous period of one year from date of injury or sickness, will be considered as time worked in computing vacation pay. If vacation pay is reduced by one or more full days' pay, the employee may be permitted, by mutual agreement, to work such full days during his vacation period.

E. Vacation Pay While Absent Due to Illness or Injury

An employee eligible for a vacation but absent from work because of illness or injury, may take his vacation at the expiration of Sickness and Non-Industrial Accident benefits or Industrial Injury benefits under the Company's plans, but in any event shall take such vacation not later than the last weeks of the calendar year.

F. Vacation Allowance at Termination or Suspension of Service or Military Leave

1. Each regular employee with one or more years of continuous service will be paid in lieu of vacation not received if his continuous service with the Company is terminated by resignation, discharge, severance, retirement under the Annuity Plan or death. (In this latter case, payable to the person entitled to receive any unpaid salary.)
2. Each regular employee with one or more years of continuous service will be paid in lieu of vacation not received if his active service with the Company is suspended by release directly to Military service

or by leave of absence or by transfer to other service where this Company does not recognize continuous service for vacation purposes when such suspension, in the Company's opinion, will be for 6 months or more, or by layoff (other than temporary) for lack of work.

3. The basis for such pay will be one-twelfth of a regular vacation for each completed month for which the employee was eligible for vacation pay in accordance with Section D since his anniversary service date in the prior calendar year less any vacation or vacation allowance already received in the calendar year of leaving service. In the calendar year in which the employee completes 5 years of continuous service, this computation will be based on a 2-week vacation for the prior calendar year and a 3-week vacation for the calendar year in which the employee completes 5 years of continuous service. In the calendar year in which the employee completes 10 years of continuous service, this computation will be based on a 3-week vacation for the prior calendar year and a 4-week vacation for the calendar year in which the employee completes 10 years of continuous service. In the calendar year in which the

employee completes 20 years of continuous service, this computation will be based on a 4-week vacation for the prior calendar year and a 5-week vacation for the year in which the employee completes 20 years of continuous service.

4. If an employee has previously had his active service suspended for any of the reasons under Section F-2 and returns to the Company with continuous service and thereafter has his service terminated or suspended, vacation allowance in lieu of vacation not received will be determined by the months of completed service for which he was eligible for vacation pay since the date of his return to active service, less all vacation or vacation allowance received for service during that period.
5. In the event of termination or suspension of service under Section F, deferred weeks of vacation not taken shall be paid for at the rate of pay the employee was receiving in the last payroll period of the year from which each such week was deferred under Section C-3.

G. Vacation Upon Return After Suspension of Service or From Military Service

1. An employee whose active service is suspended under Section F, and who, upon reinstatement then has one or more years of continuous service will receive one-half of a regular vacation without deduction under Section D for absence prior to his return if he returns on or before June 30 and he has not already had a vacation in that year. He will receive no vacation if he returns on or after July 1. In each calendar year thereafter he will receive a vacation in accordance with regular policy.
2. An employee who had less than one year of continuous service when his active service was suspended because of entry into military service and who, upon reinstatement, then has one or more years of continuous service will receive vacation as follows:
 - (a) If he returns on or before June 30 - one week's vacation plus 1/12 of a regular vacation for each full month of active continuous Company service prior to release for military service.

- (b) If he returns on or after July 1 - 1/12 of a regular vacation for each full month of active continuous Company service prior to release for Military service.
3. An employee returning from Military service who is granted a leave of absence for educational purposes and works for the Company during his school vacation period will not be eligible for a regular vacation during such period. However, upon return to school he will receive pay in lieu of vacation on the basis of one-twelfth of a regular vacation for each completed month of service during such school vacation period.

H. General

The foregoing is designed to apply to usual situations. An exceptional case may occur occasionally which is not clearly covered or contemplated by the above. Any such case will be treated in a manner equitable both to the employee and to the Company.

ARTICLE X - Continuous Service

A. Continuous service for the purposes of this Agreement, is the total of all consecutive active protected service as recognized

under the Company's regulations. It commences on the service date, or from the adjusted service date, if any, and ends on the date of termination of service. It includes employment as a Cadet provided such employment is consecutive. Service as Part-time Salesman or Temporary Laborer does not constitute continuous service. 48/1

Regular employees who are laid off or reduced to a part-time basis because of lack of work and reemployed or reclassified, as the case may be, shall be considered as having continuous service (including the period of layoff or reclassification on part-time basis) if: 53/1

1. The employees had less than one year of service and reemployment or reclassification is within 13 consecutive weeks, or if -
2. The employees had one year or more but less than five years of service and reemployment or reclassification is within 26 consecutive weeks, or if -
3. The employees had five years or more of service and reemployment or reclassification is within one year.

B. When lack of work within a Division Manager's area necessitates layoffs, or reduction to part-time of employees with one

or more years of continuous service, consideration will be given to qualifications for the job, experience, performance and length of continuous service of employees within the area. As much advance notice of layoff as practicable will be given. 75
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C. An employee whose service is terminated will be given the reason for such action. 50
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ARTICLE XI - Grievance Procedure

A. Employees are encouraged to present promptly to their Station Manager any complaint or request which they may have concerning any aspect of their working conditions. It is recognized, however, by the Company and the Union that not all such complaints or requests constitute a grievance entitled to be handled under the grievance procedure.

B. Processing of grievances or complaints shall not interfere with the continuity, safety and efficiency of operations. Both parties will make every practical effort to adjudicate each grievance at the lowest possible level.

C. The term "grievance" as used in this Agreement shall mean a complaint by an employee or a group of employees against the Company alleging failure to comply with the provisions of this Agreement. Such grievance must be covered by a specific provision of

this Agreement. Complaints with reference to matters not specifically related to the enforcement or interpretation of this Agreement shall not be subject to the grievance procedure. Grievances shall be processed as follows:

Step 1. The employee shall submit, individually or through the Union, the grievance in writing to his Station Manager, or, in his absence, the Retail/Marketing Representative, within thirty (30) days of the date of the occurrence of the event upon which the grievance is based. The grievance shall state the specific nature of the occurrence giving rise to the grievance, section or sections of this Agreement claimed to have been violated, and the relief sought. The Station Manager shall reply in writing within ten (10) days from the receipt of the grievance.

Step 2. If the employee is not satisfied with the answer, he may, either individually or through the Union, appeal the matter to the Retail Manager or his designated representative. Such appeal shall be made in writing within five (5) days from the date of such answer and shall include a request for a meeting with the Retail Manager or his designated representative to discuss the grievance. Such meeting shall be held within ten (10) days after the request has been received. The Retail Manager or his designated representative shall render his decision in writing within five (5) days after this meeting.

Step 3. If the employee is not satisfied with the answer, he may, either individually or through the Union, appeal the matter to the Division Manager or his designated representative. Such appeal should be made in writing within five (5) days from the date of such answer and shall include a request for a meeting with the Division Manager or his designated representative to discuss the grievance. Such meeting shall be held within ten (10) days after the request has been received. The Division Manager or his designated representative shall render his decision in writing within five (5) days after this meeting.

D. If the grievance is not settled as a result of the above, the Executive Board of the Union may request the matter be submitted to arbitration as provided for in Article XII.

E. In calculating time under this Article, Saturdays, Sundays, and holidays recognized under this Agreement shall not be counted. Time limits specified herein shall apply unless extended by mutual agreement in writing between the parties to take care of unusual cases such as illness or other justified absences. If the time limits specified herein or as extended by mutual agreement are not met by the initiating party, the matter in dispute shall be considered to have been abandoned.

ARTICLE XII - Arbitration Procedure

A. A grievance which is not settled as the result of the steps set forth in Article XI and which meets all of the following qualifications may be arbitrated as hereinafter provided:

1. The grievance was submitted in writing and signed by the aggrieved employee or employees, within the time limits specified in Article XI.
2. The grievance was processed in accordance with each step of the procedure provided in Article XI.
3. The issue involved in the grievance is limited to the application or interpretation of a specific provision or provisions in this Agreement.
4. The grievance occurred during a period when this Agreement was in effect.
5. The Union submits to the Manager, Employee Relations, Western Operations, in writing, a request to arbitrate such grievance within fifteen (15) calendar days after receipt of his decision as specified in Step 3, Section C of Article XI.

Within fifteen (15) calendar days after the Company receives a written request for arbitration of a grievance which meets the above qualifications, each of the parties to this Agreement shall designate one (1) member to a Board of Arbitration.

The two arbitrators shall meet within thirty (30) calendar days of receipt of the written request for arbitration and endeavor to reach a mutually satisfactory settlement of the grievance.

B. If the dispute is not satisfactorily settled, the Union may request the designation of a third-party arbitrator. Such request shall be made not later than forty-five (45) calendar days from the date of the written request for arbitration or the case shall be considered abandoned.

If the Company and Union arbitrators are unable to agree on a third-party arbitrator, the third-party arbitrator shall be selected from a list jointly requested by the Company and Union arbitrators from the Federal Mediation and Conciliation Service.

C. If the Board of Arbitration as described in Section B has not convened within one hundred eighty (180) calendar days from the date of receipt of the written request for arbitration under Section A-5 above

because of failure of the initiating party to proceed to final arbitration within such period, the case shall be considered abandoned.

D. Within twenty-one (21) calendar days after the hearing is closed, the Board of Arbitration shall issue its written decision.

E. The Board of Arbitration shall have jurisdiction over only one issue at one time and grievances shall not be grouped or combined for submission to a single Board of Arbitration, unless the parties mutually agree to such combination or grouping. All awards of the Board of Arbitration must comply strictly with the provisions of this Article, and any award not so complying shall be null and void and of no binding effect on either party. Any monetary award of the Board of Arbitration shall not cover any period prior to thirty (30) days before filing of the grievance under Article XI, Section C, Step 1.

F. The arbitration provisions contained herein will not be used by either of the parties for the purpose of amending, renewing or replacing in any manner the present Articles of Agreement.

G. The participation by the Company and/or the Union in an arbitration proceeding under this Agreement and culminating in a ruling that the grievance is arbitrable and/or an opinion and award on the merits of the

grievance shall not be deemed a waiver of, or prejudicial to the right of either party to contest the arbitrability of the grievance or the jurisdiction and authority of the Board of Arbitration in proceedings for a declaratory judgment or to set aside the award or other appropriate proceedings in any state or federal court of competent jurisdiction.

H. The expense and compensation of the arbitrators selected by each party shall be borne by the respective parties. The expense and compensation of the third member of the Board of Arbitration shall be divided equally between the Company and the Union. The expenses, wages, and any other compensation of any witnesses called before the Board of Arbitration shall be borne by the party calling such witnesses.

I. Time limitations specified herein shall apply unless extended by mutual agreement in writing between the parties to take care of unusual cases such as illness or other justified absences. If the time limits specified herein or as extended by mutual agreement are not met by the initiating party, the case shall be considered abandoned.

ARTICLE XIII - Transfer of Employees

If at the Company's request a regular employee is assigned or transferred to a regular assignment, which, in the mutual opinion of the Company and the employee at the time of such change of assignment requires

change of residence, the Company will bear the reasonable cost and will assist in making the arrangements for transportation of the employee and his immediate family and the moving of household goods. Moving and transportation costs, if any, shall be borne by the employee in all other cases of change of regular assignment. An employee to be transferred by the Company from one location to another will be informed of the transfer as far in advance as practicable.

ARTICLE XIV - Conduct of Union Affairs

A. A representative or representatives of the Union, not to exceed two (2) at one time, shall be permitted access to the Company service stations, after arranging a mutually agreeable time with the Station Manager or other higher level management representative in charge of station, for the purpose of assisting in the adjustment of grievances or disputes involving employees covered by this Agreement. Union representatives shall not interfere with employees on active duty or with the conduct of Company business.

B. There shall be no discrimination against any employee because of membership or non-membership in the Union.

C. The Company, upon application by the Union, will designate an appropriate location outside the area of customer access for a Union bulletin board at each service station, for the posting of official Union Notices

signed by an authorized representative of the Union; these bulletin boards to be built, installed, and maintained at Union expense.

ARTICLE XV - Discipline

Management shall have the sole right to determine appropriate discipline. Management agrees that any disciplinary action shall not be unreasonable.

ARTICLE XVI - Leaves of Absence

A. The Company agrees, with at least forty-eight (48) hours advance notice, upon request of the Union and the individual employee on a special "Leave of Absence for Union Business" form, to grant leaves of absence without pay to engage in work pertaining to the business of the Union, including attendance at Union meetings or conferences, to not more than three (3) officers from each local Union and to two (2) additional employees in the Company for not to exceed thirty (30) working days each in any calendar year and to not more than three (3) Executive Board officers for not to exceed sixty (60) working days in any calendar year. If a situation arises making it necessary that an Executive Board officer request a leave with less than forty-eight (48) hours advance notice, such notice requirement may be waived by mutual agreement. The conditions of such leaves with respect to Company benefits shall be established by the Company.

B. The Company will, upon the request of the Union and of the employee on a special "Leave of Absence for Union Business" form, with reasonable advance notice, grant a leave of absence without pay for a period in excess of thirty (30) days but not to exceed one year to one (1) employee, to engage in work pertaining to the business of the Union, provided that such employee has one or more years of continuous service. This will not obligate the Company to grant a leave for such purpose to the same individual beyond an accumulated absence of one (1) year. All benefits are suspended during any such leave. Time spent in such leave of absence will be included in computing Company service upon reinstatement by the Company within the period of the leave.

C. Employees with one or more years of service may, at the sole discretion of the Company, be granted leaves of absence with pay for short periods for justifiable personal reasons or emergencies.

ARTICLE XVII - Strikes and Lockouts

During the term of this Agreement or any renewal or extension thereof there shall be no strikes, stoppages of work, slowdowns, or other intentional interference with work. The Company agrees that there will be no lockouts.

ARTICLE XVIII - Miscellaneous

A. Regular Standard Stations, Inc. Salesmen who resign from Standard Stations, Inc. to return to school and who are not granted a college leave and who are re-employed within a year, shall accumulate their period or periods of broken service for the sole purpose of establishing the Salesman's rate of pay.

B. Before a satisfactory employee with one or more years of service is laid off, reduced in status, or reduced to part time because of lack of work, the Company shall make every reasonable effort to place said employee in a like position within the Region. If the employee accepts the transfer, it will be his responsibility to establish residence in the new location.

C. The Company and the Union agree that there shall be no discrimination against any employee because of race, color, creed, age, sex, or national origin.

D. Employees covered by this Agreement will receive employee benefits in accordance with the provisions set forth in the published benefit plans of the Company. There shall be no discrimination against any employee for any reason whatsoever in the administration of benefit plans.

ARTICLE XIX - Terms of Agreement

A. This Agreement shall be in effect from April 16, 1970, and shall remain in effect through April 15, 1971. Thereafter, this Agreement shall renew from year to year unless either party hereto shall give written notice to the other of its desire to modify or amend, or to terminate this Agreement on its anniversary date. Such notice containing the specific matters to be discussed must be given in writing sixty (60) days, but not more than ninety (90) days, before an anniversary date of this Agreement.

If notice to terminate is given by either party, the Agreement shall terminate on its anniversary date unless the parties by mutual agreement, extend the contract for a fixed period for the continuation of negotiations.

If notice to modify or amend only is given, this contract shall continue in full force and effect until agreement on a new contract is reached, provided, if agreement is not reached by the anniversary date, either party may thereafter terminate this Agreement on sixty (60) days' written notice to the other.

B. It is recognized by the parties that during the term of this Agreement, it may become desirable to review wage rates as set forth in Schedule A of this Agreement, and

for this purpose only, either party may request one such opening for discussions to begin on or after January 1, 1971, and once in each succeeding calendar year, to consider revision in the light of conditions then existing. If agreement is not reached during the sixty (60) days following commencement of negotiations, either party may give sixty (60) days' written notice of its desire to terminate the Agreement, in which case the Agreement shall terminate as of the end of such sixty (60) day period unless by mutual consent the parties agree to an extension for the purpose of continuing negotiations.

ARTICLE XX - Written Notice

Written notices required under the terms of this Agreement shall be sufficiently served for all purposes herein when mailed registered mail, return receipt requested, postage prepaid:

To the Company:

The President
Standard Stations, Inc.
225 Bush Street
San Francisco, California 94120

To the Union:

President, Executive Board
Western States Service Station
Employees Union

IN WITNESS WHEREOF, the parties executed
this Agreement the 30th day of January 1970.

WESTERN STATES SERVICE
STATION EMPLOYEES UNION

For the Union

/s/ Carl E. Anderson

President, Executive Board

/s/ George S. Rudelis

Secretary-Treasurer, Executive Board

STANDARD STATIONS, INC.

For the Company

/s/ D. L. Mulit

President

SCHEDULE A

CLASSIFIED WAGE SCHEDULE
(EFFECTIVE JANUARY 1, 1970)

(EXCEPT ALASKA)

<u>Classification</u>	<u>Hourly Rate</u>
Automotive Specialist A (after 2 yrs.)	\$3.92
Automotive Specialist B (after 1 yr.)	3.66
Automotive Specialist C (start)	3.40
Lead Salesman	3.30
Senior Salesman (after 2100 hours**)	3.15
Salesman (after 700 hours**)	2.97
Salesman-Trainee	2.81
Part-Time Salesman (after 2100 hours*)	3.15
Part-Time Salesman (after 700 hours*)	2.97
Part-Time Salesman	2.81
Temporary Laborer***	2.09

ALASKA - CENTRAL AND SOUTHWESTERN

Lead Salesman	\$4.80
Senior Salesman (after 2100 hours**)	4.56
Salesman (after 700 hours**)	4.31
Salesman-Trainee	4.07
Part-Time Salesman (after 2100 hours*)	4.56
Part-Time Salesman (after 700 hours*)	4.31
Part-Time Salesman	4.07
Temporary Laborer***	3.03

SCHEDULE A
(Continued)

<u>Classification</u>	<u>Hourly Rate</u>
ALASKA - SOUTHEASTERN	
Lead Salesman	189 \$4.29
Senior Salesman (after 2100 hours**)	188 4.09
Salesman (after 700 hours**)	187 3.86
Salesman-Trainee	186 3.66
Part-Time Salesman (after 2100 hours*)	185 4.09
Part-Time Salesman (after 700 hours*)	184 3.86
Part-Time Salesman	183 3.66
Temporary Laborer***	182 2.72

* 700 hours to be accumulated within a twelve (12) consecutive month period and 2,100 hours to be attained within a thirty-six (36) continuous month period beginning May 1, 1967. New rates to be applicable at the beginning of the next payroll period following accumulation of required hours.

** Regular hours only.

*** Temporary Laborer - Applies to temporary help hired in emergencies when trained personnel is not available or pending the training of personnel for regular assignments. Performs no sales work of any kind, but only such service as cleaning windshields, filling tires and radiators, and general maintenance work.

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File

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

6905

July 29, 1970

LABOR RELATIONS	
E. JOHANNESSEN	
AUG 3 1970	
H. H. F.	R. W. K.
W. H. H.	J. A. L.
D. B. B.	M. L. G.
R. E. C.	C. L. J.
G. R. E.	

Standard Oil Company of California
c/o Mr. Johannessen, Manager
Labor Relations Department
225 Bush Street Room 1374
San Francisco, California 94120

AUG 17 1970 - CO.

Dear Mr. Johannessen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,

Geoffrey H. Moore
GEOFFREY H. MOORE
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Standard Oil Company of California Standard Stations, Incorporated Interstate	Western States Service Station Employees Union	4798