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12-16-1962

Standard Stations, Inc. and Western States Service Station Employees Union

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Standard Stations, Inc. and Western States Service Station Employees Union

Effective Date

12-16-1962

Expiration Date

December 1963

Number of Workers

6300

Employer

Standard Stations, Inc.

Union

Western States Service Station Employees Union

NAICS

44

Sector

P

Item ID

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Comments

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*II = X-12/63
Extended to 2/65
See Correspondence*

ARTICLES of AGREEMENT

between

STANDARD STATIONS, INC.

and

WESTERN STATES
SERVICE STATION
EMPLOYEES UNION



ARTICLES of AGREEMENT

between

STANDARD STATIONS, INC.

and

**WESTERN STATES
SERVICE STATION
EMPLOYEES UNION**

DECEMBER 16, 1962

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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 suitable 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 and shall continue thereafter unless and until written notice from the employee to revoke is received by the Company or until termination date of this agreement, whichever first occurs. 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 25th day of the month following the month for which the deductions are made.

ARTICLE III—Compensation Rates and Classifications

A. Basic wage rates with classifications applicable thereto are covered in Schedule A, attached.

B. In addition to the basic wage rates set forth in A above, all service station employees on the Company's classified payroll as indicated in Schedule A will be paid commissions according to the rates specified in Schedule B, attached. Commissions will be computed monthly on total sales of each station and prorated according to the employees assigned based on the number of hours each worked at the station during the month. In making this computation, hours worked by Temporary Labor will not be included in the station's man-power hours.

C. In addition to the basic wage rates set forth in A above and commission set forth in B above, Station Managers will receive Differential pay based on monthly station Sales Unit production at the rate of 65¢ per Sales Unit—minimum guarantee \$12.50 per man per month; Assistant Managers, 10¢ per Sales Unit. If less than a full month is worked, a proportionate differential hourly reciprocal, exclusive of overtime, will apply. Definition of a Sales Unit is specified in Schedule A.

D. When a station is undergoing reconstruction which hinders normal operation, the personnel remaining on the station are paid commissions during the period of reconstruction at the reciprocal rate actually earned the month next preceding reconstruction, or the corresponding month or months of the previous year, whichever is greater. In addition, Station Manager or Assistant Manager Differential, whichever is applicable, is paid on the same basis.

Similarly, 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 a maximum of four full quarterly periods.

E. A \$1.50 per day relief rate will be paid to one Assistant Manager for relieving the Station Manager for five (5) continuous working days or more retroactive to the first day. If such relief extends beyond

thirty (30) calendar days, full rate of job relieved will apply thereafter. Calendar days accumulated for this purpose will be considered continuous until such time as the Station Manager has returned from his relief assignment to his station assignment for five (5) consecutive work days. It is further stipulated that the resultant straight-time earnings will not exceed the straight-time earnings of the Station Manager relieved.

F. A Night Rate Differential at the rate of 5¢ per hour for work between 8:00 P.M. and midnight and 10¢ per hour for work between midnight and 6:00 A.M. will be paid.

ARTICLE IV—Working Hours and Overtime

A. The work week is Monday to Sunday inclusive. It will consist of five (5) work days totaling forty hours and two (2) days off. The work day will, where practicable in the Company's opinion, be scheduled to provide a meal period of a minimum of one-half ($\frac{1}{2}$) hour and a maximum of one (1) hour, exclusive of working time.

B. Overtime for full time employees is that time worked in excess of the total 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 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 ($1\frac{1}{2}$) the basic wage rate. Commissions will be paid at straight time for overtime worked.

C. Station Manager will be permitted the option of taking Sundays off.

D. Scheduled hours for full-time employees will provide at least eight (8) consecutive hours elapsed time between shifts.

A full-time employee will not be required to work more than three (3) consecutive shifts which end later than 8 p.m. This limitation does not apply to the early morning shift at all-night stations.

These provisions will not apply where shift changes are required because of the failure or inability of an assigned employee to work his shift or because of an employee's leaving service without reasonable notice or on single coverage stations.

E. Regular employees will not be required to work an actual closing shift later than 8:00 p.m. prior to his days off.

ARTICLE V—Holiday Pay

A. All employees will be paid double time (2T) rate on the basic wage 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. Commissions, Station Manager Differential, Assistant Manager Differential, and Night Rate Differential will be paid at straight time for such hours worked.

B. Regular employees will be paid base wage, commission, Station Manager Differential, Assistant Manager Differential, and Night Rate Differential at straight time if Thanksgiving and/or Christmas fall in their working schedule and they are not required to work. If the Station Manager's regular shift falls on Thanksgiving and/or Christmas, he will be permitted the option of taking the holiday off.

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

ARTICLE VI—Civic Duties

A. Employees required to serve as jurors or to attend court or coroner's inquest as witnesses shall receive their regular pay (basic salary plus commission, and Station Manager's and Assistant Manager's Differential, and Night Rate Differential, if applicable) 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 regular 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 assume the uniform laundering service expense of five (5) uniforms and two (2) caps per full-time 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 or 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 full-time employees and 97¢ per 8-hour day for part-time employees will apply in lieu of the laundering service expense.

ARTICLE VIII—Use of Personal Cars on Company Business

A. The use of employee's car is entirely on a voluntary basis.

Personal car mileage will be paid at the rate of 7½¢ per mile for the first 1,000 miles traveled in any calendar month, and 6½¢ per mile for mileage in excess of 1,000 miles in any 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

A. Full-time 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.

1. 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.

2. LENGTH OF VACATION

<u>(1) In each calendar year in which an employee completes</u>	<u>Length of Vacation</u>
1 year, or more, but less than 10 years of continuous service.	2 weeks (14 consecutive calendar days)
10 years, or more, but less than 20 years of continuous service.	3 weeks (21 consecutive calendar days)
20 years, or more, of continuous service.	4 weeks (28 consecutive calendar days)

- (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.

3. TIME OF VACATION

- (1) Vacations are noncumulative, except as provided in Section 3 (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 and consistent with the principle that a reasonable period of time elapse between vacations, the Company will take the employee's request into account in scheduling his vacation, granting preference to employees in the calendar years in which they complete 25, 30, etc., years of continuous service, but operating needs are controlling as to when a vacation may be taken. The employee will be advised of his vacation date and the application, if any, of section 2 (2) as far in advance as practicable.
- (3) To provide "long vacations" in the future, in the calendar years in which the employee completes 25, 30, etc., years of continuous service, part of a vacation may be deferred and taken in a later calendar year under the following system:

Requirement for deferring vacation

<u>In the calendar year in which an employee completes</u>	<u>Part of vacation which may be deferred</u>
{ 24 years of continuous service	1 week
{ 28 years of continuous service	1 week
{ 29 years of continuous service	1 week

Requirement for taking vacation

<u>In the calendar year in which an employee completes</u>	<u>Maximum vacation including deferred weeks</u>
25 years of continuous service	5 weeks
(30 years of continuous service	6 weeks

Similar arrangements may be made to provide a maximum of 6 weeks of vacation in the calendar year in which the employee completes 35, 40, and 45 years of continuous service. If the employee prefers, he may defer only one week from the calendar year in which he completes 29, 34, etc., years of continuous service so that he will have 5 weeks of vacation in the calendar year he completes 30, 35, etc., years of continuous service.

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. However, when operating conditions permit, Management may accept such notice at a later date.

4. PAY FOR VACATION

- (1) Vacation pay is at the straight-time rate (base salary, commissions, and Station Manager and Assistant Manager Differential and 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.

5. VACATION PAY WHILE ABSENT DUE TO ILLNESS OR INJURY

- (1) 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.

6. 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 4 (1) 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 10 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 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 20 years of continuous service.
- (4) If an employee has previously had his active service suspended for any of the reasons under section 6 (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 6, 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 3 (3).

7. VACATION UPON RETURN AFTER SUSPENSION OF SERVICE OR FROM MILITARY SERVICE

- (1) An employee whose active service is suspended under section 6, 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 4 (1) 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 educa-

tional 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.

8. GENERAL

- (1) 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 and all employment on a monthly salary basis provided such employment is consecutive. Service as Part-Time Salesman or Temporary Labor does not constitute continuous service and reclassification from a monthly salary basis terminates continuous service, except that:

Employees on a monthly salary basis who are laid off or reduced to a part time basis because of lack of work and re-employed 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:

- (1) The employees had less than one year of service and re-employment 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 re-employment or reclassification is within 26 consecutive weeks, or if—

- (3) The employees had five years or more of service and re-employment or reclassification is within one year.

B. When lack of work within a District Sales 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.

C. An employee whose service is terminated will be given the reason for such action.

ARTICLE XI—Grievance Procedure

A. Processing of grievance shall not unduly interfere with the continuity and efficiency of operations. The general subject of wages, hours, and working conditions shall not be the basis of grievance or grievances within the meaning hereof. In all cases of grievances presented under this grievance procedure, each of the parties hereto agrees to furnish the other party with all information in its possession regarding such grievance which may be necessary to a full understanding of the subject matter of the complaint and to facilitate the prompt handling of complaints. Both parties will make every practical effort to adjudicate each grievance in the area in which it arises.

B. Individual grievances shall be settled in accordance with the following procedure: The Union and/or any employee or group of employees have the right to present grievances affecting him or them to the Company. If any employee or employees or the Union believes himself or themselves to have been injured or treated unfairly in the application of any of the terms of this agreement, he may seek redress as follows:

- (1) The employee, either individually or through the Union, may seek adjustment with the em-

ployee's Retail Representative within ten (10) days of the occurrence thereof: If an agreement is not reached within seven (7) days, the employee or the Union may within five (5) days thereafter:

- (2) Present the grievance in writing to the District Sales Manager. If satisfaction is not obtained within five (5) days after the grievance has been received, the employee or the Union may within five (5) days thereafter:
- (3) Present the grievance in writing to the Retail Sales Manager, or his representative. If satisfaction is not obtained within five (5) days after the grievance has been received by the Retail Sales Management representative, the President of the Executive Board of Western States Service Station Employees Union may within ten (10) days thereafter:
- (4) Present the written grievance to the Manager of the Employee Relations Division in San Francisco, California. The Manager shall, within ten (10) days after the grievance has been received, render a decision in writing, providing the Union has also submitted in writing with the grievance full and complete information and facts respecting the basis for the grievance. If satisfaction is not obtained in the written decision, the President of the Executive Board of Western States Service Station Employees Union may:
- (5) Present to the Company through the Manager of the Employee Relations Division, San Francisco, California, within fifteen (15) days, a written request for arbitration as hereafter provided.

C. For the purpose of settling disputes arising between the parties with regard to the application of this agreement and not settled under Section B of this grievance procedure, either the Union or the Company

may submit such grievance to a Board of Arbitration selected as follows:

- (1) Within seven (7) days after the written request therefor, the Union shall designate one (1) member and the Company shall designate one (1) member to the Board of Arbitration. The two arbitrators designated shall meet within fifteen (15) days from date of receipt of the written request for arbitration and endeavor to reach an agreement. If designation of a third arbitrator is not requested in writing by the party initiating the proceedings within forty-five (45) days from the written request for arbitration, the case shall be considered closed. In the event selection of a third arbitrator is requested within such period, the two arbitrators shall endeavor to agree on such selection and if unable to agree within fifteen (15) days from the written request for designation of a third arbitrator, the third arbitrator will be selected through the procedure of the American Arbitration Association and the arbitration shall be conducted under the Voluntary Labor Arbitration Rules then obtaining. The three persons so chosen shall constitute the Board of Arbitration and a decision of the majority shall be in writing and shall be sent to the parties within twenty-one (21) days after the full Board is selected.
- (2) The decision of the Board of Arbitration shall be final and binding upon both parties but such decision shall be within the scope and terms of this agreement and shall not change any of its terms or conditions. The expense and compensation of the arbitrator selected by each party shall be borne by such party and the expense of the third arbitrator shall be equally divided between the Company and the Union. The general expense of the arbitration proceeding shall be equally

divided between the Company and the Union. In all other respects each party will bear its own expense of the arbitration proceedings, including the expense and compensation of any witnesses it has appear before the Board.

D. In calculating time, Saturday, Sunday, Thanksgiving and Christmas shall not be counted. Time limitations specified herein shall ordinarily be applicable but may be extended by mutual agreement to take care of unusual cases such as illness or other justified absence.

ARTICLE XII—Transfer of Employees

A. 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 transportations 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 XIII—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 for the purpose of assisting in the adjustment of grievances or disputes involving employees covered by this agreement. No meetings will be held on Company property except as they relate to particular employees specifically involved in a grievance, nor shall the access of such Union representative or representatives interfere with the conduct of the Company's 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 XIV—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 XV—Strikes and Lockouts

A. 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 XVI—Miscellaneous

A. Regular full-time 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 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.

ARTICLE XVII—Terms of Agreement

A. This Agreement shall become effective as of 12:01 a.m., December 16, 1962, and shall continue in full force and effect for one year after such date and shall renew from year to year thereafter unless either party hereto shall give written notice to the other at least sixty (60) days prior to an anniversary date of its desire to modify, amend or terminate the Agreement. If notice to modify or amend is given, the Agreement shall remain in effect during negotiations except that if agreement is not reached during negotiations within the sixty (60) day period prior to the anniversary date, or thereafter if negotiations continue beyond the anniversary date, either party may give sixty (60) days' written notice to the other of its desire to terminate this Agreement. The parties hereto may, however, by mutual agreement, extend this Agreement beyond the above

termination dates for a specific period for the continuance of negotiations.

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 Schedules A and B of this Agreement, and for this purpose only either party may request one such opening in each contract year to consider revision in the light of conditions then existing. If agreement is not reached during the sixty (60) days following date of delivery of such notice, 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 XVIII—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 Manager, Employee Relations Division
Standard Stations, Inc.
225 Bush Street
San Francisco 20, California

To the Union:

President, Executive Board
Western States Service Station Employees Union

IN WITNESS WHEREOF, the parties executed this Agreement the 14th day of December, 1962.

WESTERN STATES SERVICE
STATION EMPLOYEES UNION

For the Union

W. E. HILL
President,
Executive Board

R. G. STEVENS
Secretary-Treasurer,
Executive Board

STANDARD STATION, INC.

For the Company

G. C. BRIGGS
President

Schedule A
Classified Service Station
Base Wage Schedule
(Effective November 19, 1962)

Classification	Base Wage Rate	
	40-Hour	5-Day-Week
Station Manager 4A.....	\$449.50	per month
Station Manager 3A.....	433.50	per month
Station Manager 2A.....	418.50	per month
Station Manager A.....	401.00	per month
Station Manager B.....	389.00	per month
Station Manager C.....	377.00	per month
Assistant Manager.....	351.00	per month
Salesman A—after 12 mos. service.....	323.00	per month
Salesman B—9th to 12th mo., incl.....	311.00	per month
Salesman C—5th to 8th mo., incl.....	299.00	per month
Salesman D (Trainee)—1st to 4th mo., incl.....	279.50	per month
Part Time Salesman.....	\$1.60	per hour

Classification of stations upon which base wages are paid will be determined quarterly on the basis of average monthly sales volume, expressed in Sales Units* over a period of 12 months. Any changes in classification of station will be effective as of January 1, April 1, July 1, or October 1, as the case may be, based upon average monthly Sales Units during the preceding 12 months' period as indicated in the table following:

Quarterly Reclassification Date	Classification Basis is Average Monthly Sales Units During Pre- ceding 12 Months' Rating Period Indicated Below
January 1.....	December to November, inclusive
April 1.....	March to February, inclusive
July 1.....	June to May, inclusive
October 1.....	September to August, inclusive

Classification Designation	Sales Units* 12 Months' Average
4A.....	106 or more
3A.....	80 to 106
2A.....	58 to 80
A.....	43 to 58
B.....	27 to 43
C.....	Under 27

*A Sales Unit consists of—800 gallons of Gasoline, Cleaning Solvent, Pearl Oil, Blazo, Stove Oil, and/or Diesel Fuel, or 40 gallons of Lubricating Oil, or \$75 revenue from other sales.

SCHEDULE B—CLASSIFIED SERVICE STATION COMMISSION RATES

Chevron, Chevron Supreme, and Chevron Custom Supreme Gasoline, Pearl Oil, Blazo.....	¾¢ per gal.
Stove Oil, Diesel Fuel.....	¼¢ per gal.
Cleaning Solvent.....	1¢ per gal.
RPM Supreme Motor Oil.....	30¢ per gal.
RPM Motor Oil—Other (including DELO).....	25¢ per gal.
S. O. Penn Motor Oil.....	20¢ per gal.
Zerolene Motor Oil.....	15¢ per gal.
Motor Oil—Bulk—Case lots (above four brands—5 gal. or more).....	5¢ per gal.
P. T. & T. Motor Oil.....	15¢ per gal.
Specialty Packages, Gear Lubricants, and Miscellaneous Oils.....	15%
Lubrication Service (Including Automatic Transmission Service).....	20%
Tires—less excise tax (but including trade-in allowance).....	10%
Tires—Adjustments—Based on Amount Collected from Customer (S. O. Co. Warranty, Manufacturer's Warranty and Policy Adjustments, passenger, truck).....	10%
Recapped Tires.....	10%
Tubes—less excise tax.....	10%
Tire and Tube Repairs—(Except outside tire repairs).....	25%
Outside Tire Repairs.....	10%
Customer Tire Recapping Service.....	10%
Wheel Balancing Service.....	20%
Mounting Tire Chains.....	20%
Installing Competitive Products.....	20%
Batteries—less battery adjustment (but including trade-in allowance).....	10%
Battery Service.....	15%
Miscellaneous Accessories.....	10%
Filters and Replacement Elements.....	15%
Soft Drinks.....	5%
Ice where machines are tended by employees.....	5%
Cigarettes.....	½¢ per pkg.
Parking, daily or monthly.....	10%
Towing and Car First Aid Repair Service (Nat'l Parks).....	15%

All full-time employees will be paid a minimum commission of \$65 per month. If less than a full month is worked, a proportionate minimum commission hourly reciprocal will apply. Part-time Salesmen will be paid a minimum commission of 27¢ per hour.

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Budget Bureau No. 44-R003.11
Approval expires March 31, 1967

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25, D.C.

October 15, 1963

Mr. M. F. Miller
Manager of Labor Relations
Department
Standard Oil Company of California
Standard Oil Building
San Francisco 20, California

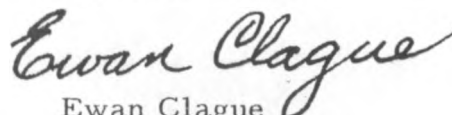
Dear Mr. Miller:

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,



Ewan Clague
Commissioner of Labor Statistics

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Standard Oil Company of California Standard Stations Inc.	Western States Service Employees Union	6300