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4-3-1983

Safeway Stores, Inc. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 968 (1983)

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Safeway Stores, Inc. and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 968 (1983)

Location

Houston, TX

Effective Date

4-3-1983

Expiration Date

4-5-1986

Number of Workers

28

Employer

Safeway Stores, Inc.

Union

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

Union Local

968

NAICS

44

Sector

P

Item ID

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Comments

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AGREEMENT

This Agreement is made between the Safeway Stores, Inc. hereinafter referred to as the "Employer" and Local Union No. 968 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union".

The Union is affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, but the International Brotherhood of Teamsters is not a contracting party hereto.

ARTICLE 1.

It is understood that the Employer agrees to recognize Local Union No. 968, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the sole bargaining agency for all employees working in classifications herein contained and agrees not to discriminate in any way against the members of said Locals on account of their Union affiliation.

ARTICLE 2.

- 1.1 The Employer recognizes and acknowledges that the above Local Union, affiliated with the Southern Conference of Teamsters is the exclusive representative of all employees in the classification of work covered by this Agreement and any additional classifications for the purpose of collective bargaining as provided by the National Relations Act as amended.
- 1.2 If any Article or Section of this Agreement or of any Supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 1.3 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Company or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this Agreement to the contrary.

- 1.4 Nothing contained in the Article shall be construed so as to require the Employer to violate any applicable law.

ARTICLE 3 - CHECK OFF

The Employer agrees to a check-off of Union membership dues consisting of monthly dues, initiation fees and uniform assessment for all Union employees covered by this Agreement, provided that the Union delivers to the employer a written authorization, signed by the employee, irrevocable for one year or expiration of this Agreement, whichever shall occur sooner. The Union shall certify to the Company, in writing each month, a list of members working for the Employer who have furnished to 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. The Company shall deduct and remit to the Union in one lump sum the amount so certified in respect to each such member from the first pay check of such member following the receipt of such certification of statement and within seven (7) days following such deduction remit the same to the Union. Check-off procedure and timing may be worked out locally.

ARTICLE 4 - PROTECTION OF RIGHTS

- 1.1 During the term of this Agreement, the Union, on behalf of itself and its members, agrees there will be no authorized strike of any kind, picketing, work stoppage, sit-down, slow-down, interruption, impeding of work, or any other type of interference, coercive or otherwise, with the Company's business and the operation of its plant.
- 1.2 The Company agrees that during the term of this Agreement, there shall be no lockout or other economic action directed against the Union or its members by the Company.
- 1.3 In the event of any violation of the provisions of Section 1 hereof which is unauthorized by the Union, the Company agrees that the Union will not be held financially responsible provided the Union first meets the following conditions:
- (a) It shall promptly declare publicly to the employees affected, orally and in writing, signed by an executive official, that such activity is unauthorized.
 - (b) It shall promptly orally and in writing, signed by an executive official, order its members to discontinue such activity notwithstanding the existence of any picket line.
 - (c) The Union shall not question the right of the Company to discipline or discharge any or all of the employees engaging in, participating in or encouraging such activity. It is understood that any such action taken shall in no case be construed as a violation by the Company of any provision of this Agreement. However, whether or not any particular employee has engaged in, participated in or encouraged any such violation shall be subject to the grievance procedure provided for in this Agreement.

ARTICLE 5 - PICKET LINE

It shall not be a violation of this Agreement, or cause for discipline or discharge, if any employee or employees refuse to cross or work behind: (1) any lawful primary picket line at his or their Company's place or places of business, or (b) any legal primary picket line at a place of business of any other employer, where employees of such employer are engaged in a strike ratified or approved by their Union which such employer is legally required to recognize, provided this Local Union has first certified to the Company seventy-two hours in advance that such picket line will be so established as provided above in this Article.

ARTICLE 6 - MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control operations, hire, suspend or discharge for just and 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 are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discriminating against any employee, or for the purpose of invalidating any contract provision.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

1.1 Should any difference, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, such matters must be taken up within ten (10) days of the alleged grievance and an earnest effort shall be made by both parties to settle the matter promptly through the following steps:

Step 1: By conference between the aggrieved employee, the Shop Steward and/or the Business Agent and the Department Manager. If the dispute is not adjusted, the Department Manager will be required to give his information and answer to the Union within fifteen (15) working days.

Step 2: By conference between the Shop Steward and/or the Business Agent and the Plant Manager.

Step 3: In the event the last step fails to settle the grievance, it shall be referred to a joint Arbitration Board comprised of four (4) members; two (2) representing the Union and two (2) representing the Employer. The Principal Officer and/or his appointee(s) shall represent the Union. The Branch Manager of Safeway Stores Industrial Relations Department and/or His appointee(s) shall represent the Company, representatives to serve as permanent arbitrators and alternates shall be submitted in writing within ten (10) days following the signing of this Agreement. The Board shall meet on a mutually agreeable date within fifteen (15) days after the request is made by the complaining party's Chairman.

Any majority decision reached by these permanent arbitrators shall be final and binding on both parties. However, if they are unable to reach an agreement another neutral party shall be requested within ten (10) days. The procedure outlined below shall be followed in selecting the neutral arbitrator.

- 1.2 The Federal Mediation and Conciliation Service shall be requested to furnish a list of arbitrators. The Party requesting the arbitration shall strike the first name and the other party shall strike the next name alternately until only one (1) name remains, then this one whose name remains shall be the neutral arbitrator.

Both parties agree to submit the case to arbitration within thirty (30) days after selection of the arbitrator.

- 1.3 It is agreed that during the above procedure there shall be no lockouts, strikes or stoppages of work.
- 1.4 The decision of the arbitrator shall be final and binding on both parties; however, the Board of Arbitration shall be limited to the interpretation of the Agreement and shall not be vested with the power to change, add to, modify or alter the terms of the Agreement. Failure of either party to comply with the arbitrator's award or failure to meet or failure or refusal to submit to the grievance procedure, in accordance with the Sections above, shall provide the other party the right to all economic or legal recourse.
- 1.5 The expense of the representatives appointed by the Union shall be paid by the Union and the expenses of the representatives of the Employer shall be paid by the Employer. Any expense incurred by the fifth or neutral member will be borne by the Employer and the Union. .

ARTICLE 8 - DISCHARGE AND SUSPENSION

- 1.1 The Employer shall not discharge any employee without just cause and shall give the necessary written notice(s) of the specific complaint or complaints against such employee to the employee, except that no written notice need be given to any employee before discharge for just and proper cause such as, but not limited to, incompetence, proven dishonesty, intoxication, fighting, provoking a fight, illegal use or possession of drugs, insubordination, failure to perform work as assigned, falsification of application for employment discovered within six (6) months after original date of employment, etc.

Insubordination shall be considered a deliberate and willful refusal to carry out a proper order. Foul or abusive language directed toward a supervisor is insubordination unless the abuse is provoked by the supervisor.

- 1.2 Any employee who is absent without giving notification to the Department Manager of such absence shall be subject to discipline up to and including discharge.
- 1.3 All warning letters shall become null and void and shall be removed from employee personnel files nine (9) months from date of issuance. The Union and the General Manager shall be given a copy of the warning letter.
- 1.4 Any employee who feels that he or she has been unjustly discharged or suspended may have the right to request (appeal for) an investigation by the Union. Such appeal for investigation must be made within five (5) days from date of such discharge or suspension. The procedure of Article VII, Grievance and Arbitration, shall be followed during the appeal. Either party to this agreement may file grievances, subject to the provisions set forth in this Article.

ARTICLE 9 - STEWARDS

- 1.1 The Employer recognizes the right of the Union to designate stewards and alternates.
- 1.2 The authority of stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:
 - (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - (b) The collection of dues when authorized by appropriate local union action.
 - (c) The transmission of such messages, and information which shall originate with, and are authorized by the local union or its officers, provided such messages and information:
 - a. have been reduced to writing, or,
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppage, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Stewards and alternates have no authority to take strike action, or any other action interrupting the employer's business, except as authorized by official action of the Union.

- 1.3 The Employer recognizes these limitations upon the authority of stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to improve proper discipline including discharge, in the event the steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

ARTICLE 10 - SENIORITY

- 1.1 An Employee shall be considered a probationary employee until completion of thirty (30) working days service. A probationary employee may be discharged or laid off without recourse at the Company's discretion, provided this shall not be used to circumvent the Agreement. After completion of the probationary period, an employee shall be a regular employee and his seniority shall date from his original date of employment.
- 1.2 Seniority is the length of time employed by Safeway at the Houston Milk Plant. Seniority status of those employees hired on the same day shall be determined by the starting time of the individual employee on the first day of employment (that is the employee who punches in first shall be the senior employee).

Seniority will be used for the following:

- (a) Selecting vacations.
Vacations will be selected in December for the following year. There will be no trading of vacation periods.
- (b) Job bidding.
- (c) Overtime work (based on qualification) in excess of 4 hours, off day work, weekend or holiday work, within the classification and department.

- 1.3 Seniority shall be applicable as approved herein, with the understanding that any employee exercising his seniority shall demonstrate fitness and ability, after a reasonable training period, to satisfactorily perform any job which seniority affords him.
- 1.4 For the purpose of seniority application, the following departments are recognized:
1. Production Department
 2. Maintenance Department
- 1.5 Loss of Seniority: An employee shall lose all* seniority rights in the event of the following:
- (a) Employee resigns;
 - (b) Employee is discharged for just cause;
 - (c) Employee accepts other employment during a leave of absence without prior written approval of the Company and the Union.
 - (d) Having been laid off and having thereafter been offered permanent employment by the Company by registered or certified mail to his last known home address, with a copy to the Union, the employee does not, within four (4) calendar days, as evidenced by date of mailing, thereafter give notice of his acceptance of such employment, and within three (3) calendar days after giving such notice must appear to report for work as herein provided.
 - (e) Employee is laid off for twelve (12) consecutive months or more;
 - (f) Employee does not report for work at the expiration of a leave of absence or vacation except when the delay is due to a provable cause over which the employee had no reasonable control;
 - (g) Employee is absent from work due to industrial or non-industrial illness or injury for a period in excess of twelve (12) months dating from the last day on which employee worked prior to the original absence which was due to such illness or injury; or
 - (h) Employee accepts employment outside the bargaining unit.
- 1.6 To fill new jobs and vacancies the Company will post the job with a job description for a period of three days. Employees desiring to bid on the job will sign their name on the bid. There will be a ninety day waiting period after completion of the probationary period for new employees before they can exercise their right to bid. After an employee successfully changes position through a bid, there will be a six month waiting period before you can exercise another bid.
- The first vacancy (A) will be filled by successful bidder (employee B). Employee B's old job will be posted and filled by employee C. Employee C's old job will be filled by assignment.
- 1.7 The successful bidder shall assume the job not later than ten (10) working days following the end of the posting period, unless mutually extended between the Company and the Union. If needed, the employee will be given a training period on the job up to fifteen (15) working days. If the employee does not qualify after the training period, the employee shall return

to the job from which the employee bid. In the event the employee requests to be removed from the job during the training period, the employee shall be assigned to the employee's old job if that job is not filled; otherwise, the employee will be assigned to available work.

- 1.8 In the event the new job or vacancy is not filled by a successful bidder, the Company may fill such vacancy with a newly hired employee.
- 1.9 Seniority lists shall be posted showing all employees on the payroll in each department (production/maintenance) and shall be maintained on a current basis with a copy of same to the Union.
- 1.10 Employees who are disqualified will return to their previous job. Also, the person who filled their vacancy will return to their previous job. There will be no crossing over from production to maintenance.
- 1.11 In the event of a layoff or transfer, employees shall be laid off or transferred in accordance with their established seniority within their respective department provided the employees retained or transferred have the fitness and ability to perform the work. In recall of laid-off employees, the last person laid off shall be the first person rehired provided they have the fitness and ability to perform the work.

ARTICLE 11 - LEAVE OF ABSENCE

- 1.1 Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. Failure to comply with this provision shall result in complete loss of seniority rights of the employee involved. Any employee using a leave of absence as a subterfuge shall forfeit his seniority rights and job. An employee shall not accept employment elsewhere when on a leave of absence unless mutually agreed upon between the Employer and the Union. Inability to work because of injury while on duty shall not result in loss of seniority rights.
- 1.2 Upon seventy-two (72) hours prior written request from the Union, the Company will grant leave of absence to employee (not to exceed two (2) at any one time) to attend to Union business.
- 1.3 If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund and the Health and Welfare Plan during the period of absence.
- 1.4 Company shall be under no obligation to an employee on leave of absence except to return him to work in accordance with seniority.

ARTICLE 12 - HOURS OF WORK

- 1.1 A workday is a twenty-four (24) consecutive hour period commencing at the time an employee is scheduled to report to work. A workweek is a seven (7) consecutive day period beginning on Sunday at an employee's regularly scheduled starting time. There shall be no split shifts.

- 1.2 Each employee shall, during each workweek in which the employee has not received prior thereto a layoff or termination notice, be offered forty (40) hours of work or the equivalent hours' pay therefor. This guarantee shall not apply to part-time employees who may be utilized during emergency situation, or to cover for employees who are absent. In such cases, a part-time employee shall be guaranteed a minimum shift of eight (8) hours or more, unless the part-time employee is required to complete a work shift of less than eight hours. However, in no event shall a part-time employee be worked less than four (4) hours.
- 1.3 Each employee shall be assigned a regular uniform shift starting time, regular hours of work and days off each workweek, according to a seven (7) day advance posted schedule. This schedule shall not be changed except in case of emergency as may be agreed to by the Company and the Union.
- 1.4 The guarantee of work or pay, as specified above, shall be void in case of an emergency, beyond the control of the Company.
- 1.5 Regular employees shall be scheduled to work a forty (40) hour week of four (4) ten (10) hour days or five (5) eight (8) hour days. When the company makes the decision to convert to four (4) ten (10) hour days for all or some employees it will notify the employees and the Union two (2) weeks in advance of the change.
- 1.6 All work performed in excess of eight (8) or ten (10) working hours per day, depending on whether or not the employee is scheduled to work five (5) eight (8) hour or four (4) ten (10) hour days, and forty (40) hours per week shall be paid for at time and one-half ($1\frac{1}{2}$) the regular hourly rate.
- 1.7 Work performed in excess of thirty-two (32) straight time hours if on an eight (8) hour work schedule, or thirty (30) hours when on a ten (10) hour schedule in a holiday workweek, shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) the straight time hourly classification rate. Work performed in excess of twenty-four (24) straight time hours if on an eight (8) hour day or twenty (20) if on a ten (10) hour day in a double holiday workweek shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) the straight time hourly classification rate.
- 1.8 There shall be no duplication or pyramiding of overtime or premium pay.
- 1.9 An employee who is not available for work at the employee's designated starting time on any day or cannot report to work, or leaves during the course of a workday, or is otherwise absent from work shall have the forty (40) hour guarantee reduced by the number of hours missed by such absence.
- 1.10 Overtime will be distributed as equally as practicable among employees assigned to the same work and shift, provided unexcused absence shall relieve the Company of its obligation to equalize overtime in the case of the offending employee. In no event shall an employee work more than twelve (12) hours in any combination of straight time and overtime work except upon approval by management.

- 1.11 Any employee called in to work on the employee's scheduled day off shall be guaranteed a minimum of four (4) hours work.
- 1.12 Any employee who is called back to work after leaving the premises shall be guaranteed four (4) hours' work or four (4) hours' pay in addition to the employee's regular scheduled hours depending on whether or not the employee is scheduled to work five (5) eight (8) hour or four (4) ten (10) hour days.
- 1.13 An employee injured on the job and unable to return to work as certified by the attending physician shall be guaranteed eight (8) hours or ten (10) hours of pay for such first day of disability depending on whether or not the employee is scheduled to work five (5) eight (8) hour or four (4) ten (10) hour days.
- 1.14 For all employees, there shall be two (2) fifteen-minute rest periods each day--one at approximately the middle of the first half of a shift and one at approximately the middle of the second half of the shift. Employees who are scheduled five (5) eight-hour shifts shall receive an additional fifteen (15) minute rest period at the end of the eight-hour shift if required to work in excess of eight (8) hours. Employees who are scheduled four (4) ten-hour shifts shall receive an additional fifteen (15) minute rest period at the end of the ten-hour shift if required to work in excess of ten (10) hours. Rest periods shall be considered as time worked.
- 1.15 Employees shall be granted one-half ($\frac{1}{2}$) hour for lunch between three and one-half ($3\frac{1}{2}$) and five (5) hours (for scheduled eight (8) hour day) or will be granted one-half ($\frac{1}{2}$) hour for lunch between four and one-half ($4\frac{1}{2}$) and six (6) hours for a scheduled ten (10) hours after the beginning of their shifts. Any employees required to work more than twelve hours, when approved by the Company, will receive a thirty (30) minute paid meal period at the end of twelve (12) hours work.

ARTICLE 13 - HOLIDAYS

- 1.1 The following shall be observed as holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Employees Birthday.
- 1.2 Straight time for eight (8) hours or ten (10) shall be paid for each of the above holidays, depending on whether or not the employee is scheduled to work five (5) eight (8) hour or four (4) ten (10) hour days, provided the employee:
 - (a) has been employed a minimum of forty-five (45) days prior to the holiday; and
 - (b) worked the last scheduled day prior to the holiday, worked the holiday if scheduled to work, and worked the first scheduled day following the holiday.
- 1.3 An employee working on any of the above holidays shall be compensated for such work at time and one-half ($1\frac{1}{2}$) the applicable rate for all work performed, in addition to the holiday pay provided for in this Article.

- 1.4 For the purpose of computing the guaranteed workweek and computation of overtime in holiday workweek, hours of unworked holidays which occur during the employee's scheduled workweek shall be considered as time worked.
- 1.5 If a holiday falls on Sunday, the holiday shall be observed the following workday.
- 1.6 If a holiday falls on employee's scheduled day off, the employee shall receive eight (8) hours holiday pay when on an eight (8) hours work schedule, or ten (10) hours if on a ten (10) hour work schedule, in addition to pay for hours worked during that workweek.
- 1.7 If holiday falls during employee's vacation period, such employee shall be given an extra day's pay for each such holiday.
- 1.8 Any paid employee being required to report for work on a holiday shall be given eight (8) hours of work or eight (8) hours' pay at time and one-half (1½) (or, if the employee is on a ten (10) hour day, he shall be given ten (10) hours of work or ten (10) hours pay).
- 1.9 Part-time employees shall not be eligible for holiday pay.
- 1.10 Upon ratification, employees with one(1) or more years of service shall be granted a floating holiday. Employees will be required to give the Employer two (2) weeks written notice of their desire to take their floating holiday. Floating holidays will not be scheduled in a week in which another holiday falls. The Employer retains the right to limit the number of employees off for a floating holiday at any given time.

ARTICLE 14 - WAGE

- 1.1 Job classifications and rates of pay are set forth in Appendix "A" attached to this Agreement.
- 1.2 Whenever a new or changed job is established, the Company shall establish or adjust the wage rate upon the basis of rates paid for similar or comparable jobs. Such rate shall be temporary for a period of thirty (30) days, and, during such period, the Company shall discuss with the Union. After such thirty (30) day period, the matter may be submitted to the grievance procedure. Any adjustment made in such rate resulting from settlement of such a grievance shall be retroactive to the date job was established.
- 1.3 An employee will, when directed to do so, perform duties outside of his regular work classification, when there is no available work within his regular work classification to be performed at that time. He shall, however, be paid according to his classification if he works in a classification of a lower pay rate. When the employee performs duties of a higher classification, he shall be paid for hours worked at the rate in effect for that classification. When this section is applied and selection is to be made from among two or more employees working in the same job classification, seniority shall apply. All employees shall be assigned a job classification.
- 1.4 Where an employee is now being paid a higher rate of pay than provided for in this Agreement, such employee's rate of pay shall not be reduced to meet the wage rates set forth in Appendix "A".

- 1.5 Any employee who works between 7:00 P.M. and 6:00 A.M. shall receive a premium of twenty cents (20¢) per hour for all hours worked between 7:00 P.M. and 6:00 A.M.

ARTICLE 15 - VACATION

- 1.1 After one (1) year of continuous service, all regular full-time employees shall receive one (1) week of vacation with full pay.
- 1.2 After three (3) years of continuous service, all regular full-time employees shall receive two (2) weeks of vacation with full pay.
- 1.3 After eight (8) years of continuous service, all regular full-time employees shall receive three (3) weeks of vacation with full pay.
- 1.4 After fifteen (15) years of continuous service, all regular full-time employees shall receive four (4) weeks of vacation with full pay.
- 1.5 After twenty (20) years of continuous service, all regular full-time employees shall receive five (5) weeks of vacation with full pay.
- 1.6 When a holiday(s) designated under Article 12 of this Agreement occurs during the time an employee is on vacation, one (1) additional day shall be added to said employee's vacation period or one (1) day's straight time pay in lieu thereof for each holiday that may occur during said vacation period.
- 1.7 A full-time employee's vacation pay shall consist of forty (40) hours per week at his straight time hourly rate of pay.
- 1.8 Vacation pay will be paid in advance for employees eligible to take vacation.
- 1.9 Employees with more than one (1) year of continuous service whose employment is terminated, except in case of proven dishonesty, after having been credited with any vacation earned but taken, shall be paid for such vacation earned but not taken.
- (a) Seniority will be the only merit considered in the choosing of vacation dates. Management shall, prior to posting the vacation selection lists in each department on November 1st each year, determine the ground rules that shall apply in each department, and these ground rules shall be noted on the posted selection lists. If limitations are imposed as to the number of employees in a department that can be off on vacation at the same time, or a limitation on the number of employees in the same job classification who can be off on vacation at the same time, such limitations shall be set forth in the ground rules and shall remain constant throughout each year. These selection lists shall be taken down December 1st each year. The official vacation schedule for each department shall be posted not later than January 1st each year. Any employee failing to promptly register for vacation selection during the one (1) month posting period in

November shall forfeit the choice and will choose vacation time from available remaining time. These vacation schedules shall prevail except in cases of emergency as may be agreed upon by the Company and the Union. A minimum of one (1) employee from each classification may be off at any time from January 1 through December 31.

- (b) Employees eligible for more than one (1) week of vacation who elect not to bid for all vacation time to which eligible in the original bid may pick from time allotments left after the Company has scheduled vacations in accordance with bids received. The employee takes what is left and cannot use seniority to displace another employee.

1.10 There shall be no trading of seniority as applied to vacations.

1.11 When an employee chooses to split his vacation period, he shall exercise his seniority for all vacation accumulated.

ARTICLE 16 - FUNERAL LEAVE

In the event of death in an employee's immediate family (employee's parents, spouse, children, brothers, sisters, father-in-law, mother-in-law, grandchildren or grandparents), the employee shall be entitled to be absent from work for such time as is necessary to make arrangements for and attend the funeral up to a maximum of three (3) days. During such absence, the employee shall be compensated at his 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 paid holiday pay and night premium pay. It is understood that an employee will be allowed one (1) day off to attend funeral of other close relatives with pay for working time lost. Close relatives under this Article shall mean brother-in-law, sister-in-law, niece, nephew, uncle, aunt, first cousins and spouse's grandparents. Dishonesty under the Article shall result in discharge.

ARTICLE 17 - JURY DUTY

The Employer agrees to pay a full day's pay (eight (8) hours) at straight time hourly classification rates for each day an employee is required to serve and does serve on any jury, provided his department is scheduled to work on the day or days actually served on the jury.

ARTICLE 18 - INSURANCE

- 1.1 The Company Group Insurance Plan shall be in effect during the life of this Agreement. The Company's dental program shall be in effect for employees covered under the bargaining unit.

Employees shall become eligible for dental coverage the first of the month following six months of full time service.

- 1.2 The Company policy on sick leave shall apply for all employees coming under jurisdiction of this Agreement. Only actual time lost because of illness or accident for which sick pay is received will be charged against employee's accrued sick leave.

ARTICLE 19 - PENSION PLAN

All employees coming under the jurisdiction of this Agreement shall be covered under the Company Pension Plan.

ARTICLE 20 - UNIFORMS

- 1.1 Should any employee coming under the jurisdiction of this contract be required to wear special uniforms, the same shall be furnished and maintained at the Employer's expense.
- 1.2 The Company will furnish one pair of boots per year (if needed) to all production employees. Employees must turn in old boots before new boots are issued.

ARTICLE 21 - SCOPE OF AGREEMENT

The Employer agrees not to enter into any agreement or contract with his employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. The Employer is permitted to make and enforce any reasonable Company rules which do not conflict with the provisions of this Agreement.

ARTICLE 22 - NO DISCRIMINATION

The Company and its representatives shall not discriminate against any employee on account of race, sex, creed, nationality, age or on account of union affiliation or on account of any legitimate union activity.

The Union, its Officers and members shall not discriminate against any employee on account of race, sex, creed, nationality, age or on account of union affiliation.

ARTICLE 23 - MISCELLANEOUS

- 1.1 All employees shall be required to record their daily actual work time. This shall be done by punching in on time clock when ready to commence day's work and punching out promptly upon completion of day's work.
- 1.2 The Company shall pay for all required physical examinations and health cards.
- 1.3 Management personnel will not perform bargaining unit work except in case of emergency that may come about due to conditions arising over which the Company has no reasonable control and in cases where instruction is required and such work is done in conjunction with the employee assigned to that job.
- 1.4 Upon notification to the Employer, any accredited Union official shall be granted access to the Milk Plant during working hours for the purpose of satisfying himself that the terms of this Agreement are being complied with. The Union officials will not abuse this privilege.

ARTICLE 24 - EXPIRATION AND RENEWAL

Section 1 - Duration

This Agreement shall be in full force and effect from April 3, 1983 through April 5, 1986, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2 - Revisions or Termination Notice

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to April 5, 1986, or April 5 of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

Section 3

The representative parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

Signed this the 12 day of May, 1983.

FOR THE COMPANY:

J. G. Gaudette

FOR THE UNION:

A. W. Parker
Will Rollins
