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10-21-1979

Chain and independent food stores and United Food and Commercial Workers, AFL-CIO, Local 1564 (1979)

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Chain and independent food stores and United Food and Commercial Workers, AFL-CIO, Local 1564 (1979)

Location

NM

Effective Date

10-21-1979

Expiration Date

10-23-1982

Number of Workers

2300

Employer

Independent Grocers

Union

United Food and Commercial Workers

Union Local

1564

NAICS

44

Sector

P

Item ID

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Comments

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**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION LOCAL 1564**

Serving Central and Northern New Mexico

Effective 10/21/79 to 10/23/82



X10/82

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and

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION LOCAL 1564**

EFFECTIVE: OCTOBER 21, 1979 to OCTOBER 23, 1982

A G R E E M E N T

THIS AGREEMENT is entered into and is effective on this 21st day of October, 1979 between

referred to hereinafter as the "EMPLOYER" and the **UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION LOCAL 1564**, referred to hereinafter as the "UNION."

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

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

**ARTICLE I
BARGAINING UNIT**

The Employer recognizes the Union as the exclusive Collective Bargaining Representative for all employees at the Employer's Retail Stores in

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

**ARTICLE II
COUNTER AGREEMENT**

The Employer agrees not to enter into a counter - agreement or contract with its employees to the jurisdiction of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

**ARTICLE III
UNION SECURITY AND EMPLOYMENT PROCEDURES**

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

SECTION B – SEVEN-DAY NOTICE. Upon the failure of any employee to tender his initiation fee or dues to the Union within the period, and under the conditions specified in Section A above, the Union shall notify the Employer and the employees in writing of such notice, and not more than seven (7) days thereafter, the Employer shall discharge such employee, unless the Union has notified the Employer that the employee has satisfied the requirements of good standing.

SECTION C. The Union agrees to hold the Employer harmless from any liability which may arise from the application of Article III, Section A and B at the request of the Union.

SECTION D. For the purpose of Section A above, the execution date of this Agreement shall be considered as its effective date.

SECTION E. The first thirty (30) days of any new employee's tenure shall be considered as probationary. All terms of this Agreement shall apply during said probationary period; provided however, that such employees may be terminated during such period for any reason. Probationary employees shall have no seniority rights, but upon successful completion of said probationary period, seniority rights shall date back to the initial date of employment. Part-time employees must work at least sixty - four (64) hours to complete probationary period. If such employee shall be continued in the employ of the Employer after the expiration of the probationary period, the length of service for that employee shall be computed from the date of last hire.

SECTION F. The Employer agrees to notify the Union in writing within one (1) week, from the date of the employment of any employees, subject to this Agreement, of the name of such employee, address, social security number, date of birth, classification, store name employed and date of employment. The Union shall furnish forms for the above section, upon request from the Employer.

SECTION G. An employee shall not be required to take a polygraph examination as a condition of continued employment.

SECTION H - UNION REPRESENTATION. An employee may request a representative of the Union to be present during any interrogation by management, which the employee believes may result in discharge or suspension. The Union agrees to make a representative available within a reasonable time during the same day such request is made.

SECTION I. Previous, proveable, comparable work experience within the past five (5) years from the date of present employment

shall be the basis for determination of an employee's rate of pay. For credit to be given, the employee must indicate the experience at the time of employment on the application for employment furnished by the Employer, and, if requested to do so, shall provide written verification satisfactory to the Employer. Experience shall be credited retroactive for a maximum of sixty (60) days, upon receipt of such written verification. Comparable work experience shall be work of similiar duties with a company of comparable or larger size. Work in convenience stores shall not be considered. Self-employment will not be credited. Employees will receive credit for previous experience in full increments set forth in Appendix A Wages and partial months or hours of experience shall not be credited. Claims for a rate of adjustment based on previous experience, in order to be eligible for retroactive payment, must be filed within forty (40) days from the date of employment. Claims filed after this period to a maximum of sixty (60) days shall be adjusted but not retroactively. Claims filed after sixty (60) days from date of employment shall be forfeited and failure to provide information on the application blank will also waive any right of the employee to any future claim of experience credit for the experience so omitted.

ARTICLE IV CHECK-OFF

E11
3 SECTION A. The Employer agrees that upon receipt of a "check-off authorization card" from the employees of the Employer shall deduct from the wages of such employees regular monthly Union dues and initiation fees in the amount certified by the Union as applicable to members in good standing.

SECTION B. All regular monthly dues and initiation fees deducted by the Employer shall be withheld from the first (1st) pay check in the calendar month in which dues and initiation fees are owing and shall be remitted to the Union, if possible, not later than the twenty-fifth (25th) day of the calendar month in which such deductions are made. The Employer will deduct from the pay of employees in any month only the regular monthly Union dues and initiation fees becoming due and payable in such month.

SECTION C. The "check-off authorization card" shall comply with both State and Federal laws and shall be in the following form:

**AUTHORIZATION AND ASSIGNMENT FOR
DUES DEDUCTION**

TO: _____ **YOU ARE**
(Store name and number)

HEREBY AUTHORIZED ON: _____, 19 _____
to deduct from my wages each month such sum as shall have been certified by United Food & Commercial Workers International Union Local 1564 (herein called the Union) as is equivalent to the Union's regularly monthly membership dues and initiation fees. Such deductions shall be made in accordance with provisions of the Collective Bargaining Agreement between the Employer and the Union.

To remit each month all sums so deducted to the President of United Food & Commercial International Union Local 1564.

This authorization and assignment shall be irrevocable for a period of one (1) year from this date, or until termination of the applicable Collective Bargaining Agreement between the Employer and the Union, whichever occurs sooner. This authorization and assignment shall continue in full force and effect unless revoked by me after the first year by giving written notice to the Employer and the Union bearing my signature, by Certified mail not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or each Collective Bargaining Agreement between my Employer and the Union, whichever occurs first. Such revocation to become effective as of the first day of the calendar month following the postmarked date of the notice to revoke.

NAME _____ **SIGNATURE** _____
(please print)

ADDRESS _____ **CLASSIFICATION** _____ **DEPT.** _____

CITY _____ **SOCIAL SECURITY NUMBER** _____

SECTION D. The Union agrees to indemnify and hold the Employer harmless from and against any and all demands, claims, damages, losses, liability or expenses, including without limiting the generality of the foregoing, attorney's fees, arising from or growing out of the application of this Article by the Employer.

**ARTICLE V
DISCHARGE AND DISCRIMINATION**

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SECTION A. The Employer shall not discriminate against an employee for upholding Union principles, serving on a committee of the Union, or any organization affiliated therewith, and failing or refusing to purchase stocks, bonds, securities, or interest in any partnership, corporation and/or company, nor shall the upholding of such Union principles by said employee be a violation of the contract. The Employer shall have the right to discharge any employee for just cause.

SECTION B. Any employee who is discharged shall be informed at the time of discharge, of the immediate cause of discharge. Upon request to a designated Employer representative, any employee who is discharged shall be informed, in writing, of the cause of discharge within forty-eight (48) hours of receipt of such request.

SECTION C. Employees may be requested to sign or initial warning letters, but such signing or initialing shall in no way constitute agreement with the contents of such notice. No warning notice shall be valid unless given within a reasonable period of time after the event giving rise to such notice. Written warnings shall be effective for a period of twelve (12) months.

SECTION D. It is understood that lay-offs shall occur only at the end of an employee's weekly schedule.

SECTION E — TERMINATION PAYMENT. An employee who quits or is terminated for any reason shall be paid promptly all monies due.

SECTION F. Age, sex, or color shall not be grounds for the termination of an otherwise qualified employee, as long as those

factors do not nullify paragraph A, nor any of the other provisions of this article.

SECTION G. The Employer and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, national origin, sex or age.

SECTION H. If an employee feels that he has been unjustly discharged, he shall have the right to appeal to the Arbitration and Grievance procedure as provided for in Article XVII of this Agreement. The Union must file complaints in writing with the Employer within seven (7) days after discharge. This seven (7) day period may be extended by mutual agreement of the parties. Upon receipt of said notice, then all steps of the Grievance procedure are waived and either party may request arbitration in writing to the other party at any time but not to exceed thirty (30) days after receipt of notice of discharge protest.

SECTION I. Any employee who fails to report for work and fails within twenty-four (24) hours thereafter to provide the Employer sufficient cause to have prevented the employee from reporting for work shall be considered voluntary quit.

ARTICLE VI CONTRACT ENFORCEMENT AND SHOP VISITATION

SECTION A – CONTRACT ENFORCEMENT. Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further, that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

SECTION B – SHOP VISITATION – BUSINESS AGENT'S VISIT. Authorized Representative of the Union shall be permitted to visit the store regarding Union matters during working hours, after notifying the manager or person in charge of the store. Such visits shall not unreasonably interfere with the conduct of the Employer's business. Time taken for such an interview in excess of ten (10) minutes for each employee shall not be on Company time.

SECTION C – WORKING RULES. When an Employer establishes working rules, a copy of such rules shall be made available to all employees and the Union and it shall be the responsibility of each employee to familiarize himself with those rules. Said working rules shall not be in conflict with the terms of this Agreement.

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SECTION D. The Employer shall provide space for the posting of such Union notices as may be approved by both the Union and the Employer.

ARTICLE VII UNION STORE CARD

SECTION A. The Union agrees to issue a Union Store Card and/or window decals to the Employer under the rules governing Union Store Cards set forth in the Constitution of the United Food & Commercial Workers International Union. Such Union Store Cards and decals are and shall remain the property of said International Association, and the Employer agrees to surrender said Union Store Card to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card and/or decals are issued.

SECTION B. The Employer may display such Union Store Cards and/or decals in conspicuous areas accessible to the public, in each establishment covered by this Agreement.

ARTICLE VIII RIGHT OF MANAGEMENT

SECTION A. The management of the Company and the directions of the working force, including the right to plan, direct, and control retail operations, to hire, lay-off or relieve employees from duties, to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations, demote or discharge employees for cause, are to be the sole right of, and function of the Employer. E12
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SECTION B. The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer therefore, retaining all rights not otherwise specifically covered in this Agreement.

SECTION C. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

ARTICLE IX WORKING HOURS AND OVERTIME

SECTION A. Full-time employees are defined as those employees who work as retail clerks, five (5) eight(8) hour days, forty (40) hours per week. E1
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SECTION B. Part-time employees are defined as those employees who work as retail clerks but who work less than forty (40) hours per week. F11
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SECTION C. – WORK WEEK. The work week shall be Sunday through Saturday. For full-time employees, eight (8) hours shall constitute a day's work and forty (40) hours, consisting of any five (5) eight (8) hour days out of seven (7) shall constitute a regular week's work.

If agreeable between the employee, the Employer, and the Union, an employee may be scheduled four (4) ten (10) hours shifts, not necessarily consecutive, and when scheduled would receive time and one-half (1½X) for all hours worked in excess of ten (10) work hours per shift or forty (40) work hours per week.

SECTION D – OVERTIME. All work performed in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any one work week, shall be deemed overtime and paid for at the overtime rate of time and one-half (1½X) the employee's regular rate of pay, except that hours worked on Sunday be included as hours worked for the purpose of computing hours over forty (40) for the payment of such specific overtime. There shall be no pyramiding of overtime and/or premium pay. Overtime or premium pay shall be defined as any pay in excess of the basic straight-time hourly rate. Hours paid for but not worked shall not be counted in computing weekly overtime.

Employees will not be required to take time off in lieu of overtime hours worked.

SECTION E. Full-time employees who are called to work and report for work on their day of rest shall receive four (4) hours' work or four (4) hours' pay at the applicable hourly rate.

SECTION F. 1. Part-time employees who are scheduled to report for work and work shall receive four (4) hours' work or four (4) hours' pay at their straight-time hourly rate of pay.

2. Part-time employees who are scheduled more than five (5) days in the work week may, within twenty-four (24) hours of the posting of such schedule, indicate to his/her manager in writing a request not to work in excess of five (5) days a week. Such request will be honored and may not again be revoked by the employee for three (3) months from the date of the submission of the written request.

SECTION G – WORK–DAY. The regular day's work for all employees shall be worked within nine (9) consecutive hours, and all employees shall receive one (1) uninterrupted hour off for lunch at approximately the middle of the working shift. No employee shall be required to take his or her meal before the end of the third (3rd) hour, nor later than the end of the fifth (5th) hour of the employee's scheduled work day.

Part-time employees who are scheduled to work six (6) hours, but less than eight (8) hours in one day shall be granted a thirty (30) minute meal period unless mutually agreed between the Employer and the employee otherwise. (Part-time employees will not receive payment for this thirty (30) minute meal period.)

SECTION H – READY FOR WORK. All employees shall report for and be ready for work at their scheduled starting time. The term "ready for work" shall include appropriate or required dress.

SECTION I – REST PERIODS. All employees shall receive a fifteen (15) minute rest break for each four (4) hours of work scheduled, to be performed in any work day. In the case of an employee entitled to two (2) rest breaks, one (1) break shall be granted as near the middle of the period prior to the meal break as possible and the other shall be granted as near the middle of the period following the lunch break as possible. In cases of part-time employees working less than an eight (8) hour day, the rest period will be scheduled in the longer half of the shift if the shift is broken by a lunch period.

SECTION J. A broken or split shift shall be defined as any period of time where not less than nine (9) hours have elapsed from the termination of an employee's previous shift. There shall be no split shifts except in cases where the employee is a school student, and the student, the Union and the Employer agree thereto.

SECTION K – SUNDAY WORK. Employees who want to work on Sunday shall so indicate by signing a roster in their store

once each three (3) months. The Employer shall schedule work on Sunday from that list in order of department and classification seniority in the departments and classifications where help is needed and further subject to their ability to perform the work. Employees who fail to work a Sunday which they are scheduled without good cause shall have their name removed from the current quarterly roster and will forfeit any right to sign the next quarterly roster. If there are not sufficient employees of proper department and classification seniority who have the ability to perform the work who have signed the quarterly Sunday roster, then the Employer shall assign such work by reverse seniority. The quarterly roster shall be posted in each store for three (3) work weeks prior to the start of the quarter in which it is to apply. Quarter is defined as three (3) calendar months.

SECTION L – WORK SCHEDULE. It is agreed the Employer shall post a work schedule in a conspicuous place, in ink, in each store, by 12:00 noon (12:00) on Friday of each work week for the following week for all employees. All employees listed on the schedule will be provided the work or pay for the hours posted; provided they report to work as scheduled. Each schedule shall show the first (1st) and last name of each employee, starting time, meal period, quitting time and days off. It is understood that circumstances may require the management to change or alter schedules during the work week in case of emergency (emergency shall be defined as fire, strike, flood, illness, funeral leave, or act of God) in case of emergency as defined, the Employer shall notify affected employees of schedule changes immediately. In such cases the changes shall be made to assure a full-time employee of his or her forty (40) hours pay, provided he or she works the altered schedule. Part-time employees will be assured a minimum of four (4) hours pay each day of an altered schedule, provided he or she works the altered schedule, and courtesy clerks will be assured a minimum of two (2) hours pay each day of an altered schedule, provided he or she works the altered schedule. Schedules for part-time and courtesy clerks shall not be altered to deliberately reduce the original posted hours of work.

ARTICLE X VACATIONS

SECTION A. All regular full-time and regular part-time employees coming under the jurisdiction of this Agreement who have been employed for a period of twelve (12) consecutive calendar months, shall have earned a vacation period of one (1) uninterrupted calendar week. After thirty-six (36) consecutive calendar months, they shall have earned a vacation period of two (2) uninterrupted calendar weeks. After eight (8) years' of continuous service, they shall have earned a vacation of three (3) uninterrupted calendar weeks. Effective January 1, 1981 after seven (7) years of continuous employment, they shall have earned a vacation period of three (3) uninterrupted calendar weeks. After fifteen (15) years' of continuous service, they shall have earned a vacation period of four (4) uninterrupted calendar weeks. After twenty (20) years' of continuous service, they shall have earned a vacation period of five (5) uninterrupted calendar weeks.

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Vacation time off in excess of two (2) consecutive weeks must be mutually agreed by the store manager and the employee.

SECTION B – COMPUTING VACATION PAY. All regular full-time and regular part-time employees who have not completed one (1) calendar year of employment, but are eligible for vacation, will receive one-fifty-second ($1/52$) of their compensation received for the twelve (12) month period immediately preceding the vacation period. Upon completion of one (1) full calendar year of employment, all regular full-time and regular part-time employees eligible for vacation, shall have their vacation computed on the employee's W-2 Contract Earnings for the prior year. Employees so eligible, will receive one-fifty-second ($1/52$) of such earnings, if eligible for one (1) week's vacation; one-twenty-sixth ($1/26$) of such earnings if eligible for two (2) weeks' vacation; three-fifty-seconds ($3/52$) of such earnings if eligible for three (3) weeks' vacation; one-thirteenth ($1/13$) of such earnings if eligible for four (4) weeks' vacation; and five-fifty-seconds ($5/52$) of such earnings if eligible for five (5) weeks' vacation.

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SECTION C. The Employer retains the right to determine the number and classifications of employees who may be on vacation at any given time. If a dispute arises between employees as to vacation preference, seniority shall govern within the department, the classification and store.

SECTION D. Employees whose services are terminated and who have earned and are eligible for a vacation in accordance with the above provisions, shall receive pay for such vacation whether it be one, two, three, four or five weeks, depending upon his eligibility for such vacation.

SECTION E. – PRO-RATA VACATION PAY. All regular full-time employees and regular part-time employees who have completed one (1) year of continuous service, but less than three (3) years' of continuous service, shall be entitled to a pro-rata of one (1) week's vacation pay. All employees who have completed three (3) years' of continuous service, but less than eight (8) years' of continuous service, shall be entitled to a pro-rata of two (2) weeks' vacation pay. All employees who have completed eight (8) years' of continuous service, but less than fifteen (15) years' of continuous service, shall be entitled to a pro-rata of three (3) weeks' vacation pay. Effective January 1, 1981, all employees who have completed seven (7) years' of continuous service, shall be entitled to a pro-rata of three(3) weeks' vacation pay. All employees who have completed fifteen years' of continuous service, but less than twenty (20) years' of continuous service, shall be entitled to a pro-rata of four (4) weeks' vacation pay. All employees who have completed twenty (20) years' or more of continuous service, shall be entitled to a pro-rata of five (5) weeks' of vacation pay. To be eligible for pro-rata vacation pay, the above described employees must give one (1) weeks' notice of intent to terminate their employment or, in the case of discharge, pro-rata vacation will only be paid in cases where discharge was due to failure to perform work as required. Pro-rata vacation pay shall be based upon full months of employment and neither the partial anniversary month of employment nor the partial month in which the termination

occurs will be used in determining the fraction of vacation pay due the employee. Employees who must enter military service shall receive a pro-rata of their vacation pay at the time they leave for active duty; and upon their reinstatement shall be eligible for a pro-rata vacation for the year which they are reinstated, based upon their anniversary date of employment. GD
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SECTION F. If any of the holidays enumerated in Article XVI hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it.

ARTICE XI WAGES

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3 **SECTION A .** Appendix "A" which sets forth the job classifications, minimum rates of pay, effective dates and other provisions is incorporated herein as if set forth in full.

SECTION B. The schedule of minimum salaries found in Appendix "A" of this Agreement shall be maintained and paid by the Employer during the life of this Agreement.

SECTION C. Wage statements shall be furnished each payday. Upon termination of employment, the employee shall be furnished a statement for final payment. All employees shall receive their pay weekly.

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

SECTION E – COURTESY CLERKS. A courtesy clerk is an employee limited to the performance of of the following duties:

1. Bag and carry out, bags, and/or boxes containing the customer's purchases after they have been bagged and/or boxed to the customer's vehicle.

2. Clean up the area around the checkstand and the non-selling foyer or vestibule between the checkstand and entrances.
3. Collect and line up pushcarts and return them to the store from the parking lot.
4. Keep the sidewalk and parking area orderly and free from refuse.
5. Crating empty bottles.
6. Sweeping.
7. Assist the customer in handling his or her purchases.
8. Mopping and waxing.
9. Check call prices.
10. Return merchandise to shelves.

SECTION F – JUNIOR CLERKS. 1. Employees working in this classification shall be promoted from the courtesy clerk classification and shall be employed on the basis of one (1) Junior Clerk for two (2) checkstands in the store. Junior Clerks shall be promoted to the first apprentice classification after the completion of eight (8) months, and shall be eligible for all benefits provided in the Labor Agreement. Junior Clerks may perform any type of work in the store during their training period, except that they shall not be allowed to exercise their seniority to make claims of apprentice or journeyman clerks under the Available Hours in Article XV of this Agreement.

2. The Employer agrees to notify the Union in writing on forms supplied by the Union within fifteen (15) days after promotion, of employee's name, date of promotion and rate of pay.

SECTION G – STORE MEETINGS. Time spent in required store meetings called by the Employer, shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement. Store meetings, when announced twenty-four (24) hours in advance, shall not constitute a split shift violation or call in.

ARTICLE XII REGISTER SHORTAGES

SECTION A. No employee shall be held responsible for register shortages, unless adequate procedures have been established by the Employer, through which the employee is allowed to check monies in and out of his assigned register at the beginning and end of each period of work with said register; and provided further, that the employee shall have sole access to his assigned register in the interim.

SECTION B. Where the Employer has a posted or published check cashing policy, the employees shall conduct themselves, accordingly, and when an employee follows such policy, he shall not be held financially responsible for returned checks, nor shall he be expected or required to locate the check-cashing customer.

ARTICLE XIII NO REDUCTION

No employee who, prior to the execution of this Agreement, was receiving more favorable vacation or pay in excess of that provided herein for the class work performed, shall have his pay reduced or vacations altered as a result of the operation of this Agreement. Wages paid in excess of the minimum established in the Agreement are to be paid to the individual and not to the job.

Except as otherwise provided in this Article, the terms of this Contract are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

ARTICLE XIV UNIFORMS

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3 The Employer shall furnish all gowns, aprons, and uniforms and pay for the laundering and upkeep of same except when the Employer furnishes sized "drip dry" uniforms to female employees, the employee will assume the responsibility for laundering and normal care of such sized uniforms. The Union member shall have the right to wear their Union buttons.

ARTICLE XV SENIORITY

SECTION A – DEFINITION. Seniority shall be defined as the length of continuous employment with the Employer, and no employee shall suffer loss of seniority by reason of approved leave as defined in this Agreement.

SECTION B. Separate seniority lists shall be maintained as they apply to full-time (40 hours), part-time and courtesy clerks.

SECTION C. 1. It is recognized that the hours of part-time employees and courtesy clerks shall vary as the need of the Employer's business directs and; therefore, such hour variations shall not constitute a reduction in hours. When the hours of a full-time employee are to be reduced to the extent that he will be reduced to a part-time employee, such reduction shall be made on a seniority basis in the department at the store. Within one (1) week of the notice of hours reduction, the employee so reduced may, upon request, claim the schedule of the full-time employee with the lowest seniority in the city. Such claim to go into effect on the commencement of the next full work week. Failure to exercise the right to claim the change within the time period, nullifies the employee's right to any subsequent claim based upon that particular reduction.

2. No reduction in overtime hours or change in Sunday schedule shall be considered a reduction in hours; it being understood that scheduled overtime and Sunday work is not guaranteed.

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SECTION D. When it becomes necessary to lay-off in a store, department, and classification, the least senior employee in that store, department, and classification, will be notified one (1) week prior to such action and will have the following options:

FULL-TIME EMPLOYEES

1. Will be transferred to the least senior full time position in that department and classification within the city.
2. Will be laid off until a full-time position in that department, and classification and store becomes available again, or his/her seniority rights have expired as illustrated in Section J, of this Article.

LEAST SENIOR FULL-TIME EMPLOYEES:

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1. Will be transferred to the least senior part-time position in that department and classification in the city.
 2. Will be laid off until a full time-position in that department, and classification in the city becomes available or his/her seniority rights expire as illustrated in Section J, of this Article.

PART-TIME EMPLOYEES

1. Will be transferred to the least senior part-time position in that department, and classification in the city.
2. Will be laid off until a part-time position in that department, classification, and store becomes available or his/her seniority rights have expired as illustrated in Section J, of this Article.

LEAST SENIOR PART-TIME EMPLOYEES

1. Least senior part-time employees will be laid off until a part-time position in that department, classification, and city becomes available or his seniority rights have expired as illustrated in Section J, of this Article.
2. Courtesy Clerks shall be laid off on the basis of store seniority.

3. The last employee to be laid off shall be the first recalled to an opening in his/her classification and department in accordance with Section D-1.

SECTION E. No employee shall be entitled to any of the benefits in this Agreement which are not specifically provided while on lay-off and if not rehired within one-hundred-eighty (180) consecutive days, the employee will be terminated.

SECTION F— REINSTATEMENT. The last employees laid off, by reason of slackening of business shall be given the first opportunity to reinstatement in the former position, if said employee presents himself for work within one (1) week, excluding Saturday and Sunday, from receipt of the Employer's notice. Failure of such employee to present himself within said one (1) week shall cancel his seniority.

SECTION G. When an employee is reduced from full-time to part-time status, he shall carry his/her full-time seniority to the part-time seniority list. Any full-time employee reduced to part-time hours, shall be offered the first full-time job for which he/she has the current skill and ability of performing that opens in the store in which he/she is then employed. (Full-time reduced to part-time has priority on recall over full-time who accepts lay-off.)

SECTION H. A courtesy clerk shall have the right to claim a part-time position with more hours, when one becomes available in the store in which said employee is employed, based on seniority over other courtesy clerks, where skill and ability are equal.

SECTION I – AVAILABLE HOURS. All regularly scheduled part-time work available in a store shall be offered to the part-time employees of that store in accordance with their seniority in _____, New Mexico; and their ability to perform the type of work. A part-time employee can exercise his seniority to claim work hours for which he is available up to and including

eight (8) hours per day or forty (40) hours per week. To exercise his claim, the employee must claim the entire schedule on the day in question and make his claim by the end of his first scheduled work shift following the posting of the work schedule. The employee, whose hours have been claimed would then assume the hours of the claiming employee. No employee can claim the daily schedule of another employee with the same or less hours and no claim can be made unless both parties to the claim have the ability to perform the type of work being done by the parties.

Employees shall not be allowed to claim overtime or premium hours under this provision.

SECTION J – LOSS OF SENIORITY. Employees shall lose seniority for the following reasons:

1. Termination for just cause.
2. Resignation or quit.
3. Lay-off beyond one-hundred-eighty (180) consecutive days.
4. Fails to return to work upon completion of a leave of absence as defined in Article XXI or any other leave granted and conditioned by the Employer.
5. Fails to report to work within one (1) week following a call back to work after a lay-off.

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SECTION K – SENIORITY LISTS. A seniority list of all employees in the Bargaining Unit, shall be established and maintained and such record shall be made available to the Union upon request annually.

SECTION L. Part-time employees who average forty (40) scheduled hours in five (5) eight (8) hour work days for six (6) consecutive weeks, excluding time spent as temporary relief for vacations, sick leaves, and leaves of absence of and up to thirty (30) days, will

be classified as full-time upon written request to the Industrial Relations office or designated representative within fourteen (14) days of the conclusion of the six (6) week period. The employees will be classified as full-time with their seniority in this classification dated back to the last date of continuous service (last date of hire). It is the understanding that such change is still subject to change as provided in Section C, above. Nothing herein shall be construed to require pay for time not worked.

SECTION M. Transfers will not be made for arbitrary capricious or unlawfully discriminatory reasons.

**ARTICLE XVI
HOLIDAYS**

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090 **SECTION A – PAID HOLIDAYS.** The Employer agrees that the following days shall be observed as holidays, and employees shall be paid therefore as if the holiday was a regular work day:
1. New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Employee's Birthday and Anniversary date of employment.

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

SECTION B. It is expressly understood that no employee coming under the terms of this Agreement will be required to work on Thanksgiving and Christmas calendar days, except in cases of emergency.

SECTION C. Part-time employees shall receive holiday pay based on the average number of hours worked during the last full week worked prior to the holiday week, and the week in which the holiday occurs according to the following schedule:

AVERAGE HOURS
6 but less than 12
12 but less than 24
24 but less than 32
32 or more

HOLIDAY PAY
2 hours
4 hours
6 hours
8 hours

SECTION D – REQUIREMENTS. No employee shall receive pay for any holidays not worked, unless, such employee has reported for work on his or her regular working day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and the said day after said holiday, is due to express permission from or action of the Employer, and also in case of certified illness; provided the employee has worked during the holiday week. Employees shall receive either sick pay or holiday pay, but will not receive pay for both.

SECTION E – SUNDAY AND HOLIDAY CALL IN. 1. Regular full-time employees called in to work and who work on Sunday and/or holidays will be given eight (8) hours work.

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

SECTION F. 1. Full-time employees may be scheduled four (4) days including the holiday on a holiday week.

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

SECTION G. The Birthday and Anniversary Holiday is to be taken within the week in which the Birthday falls, unless another holiday falls, within the same week, in which case, the Birthday and/or Anniversary Holiday will be taken the following week. Employees should notify the store manager of their Birthday and Anniversary date before the schedule is posted for the week in which the holiday falls.

ARTICLE XVII
GRIEVANCE AND ARBITRATION

SECTION A. The Union or any employee in the Bargaining Unit who has any dispute or disagreement of any kind or character arising out of or in any way involving the interpretation or application of this Agreement, shall submit such dispute or disagreement for resolution under the procedures and in the manner set forth in this Article.

SECTION B. The dispute or disagreement shall be submitted to the following:

STEP 1. The Union or the employee, as the case may be, shall discuss the dispute or disagreement promptly, but no more than seven (7) days after occurrence, of the event giving rise to the dispute or disagreement with the manager of the store where the grievance arose. An employee having a dispute or disagreement shall be entitled to be accompanied by a Representative of the Union in this Step 1.

STEP 2. If the dispute or disagreement is not settled in a manner satisfactory to the Union and the Employer, the Union shall reduce the grievance to writing and deliver it or mail it to the Employee Relations Representative of the Employer, no more than fourteen (14) days after the occurrence of the event giving rise to the dispute or disagreement. The written grievance shall include a statement of the grievance, date of occurrence, parties involved, and (if possible) the provisions of the Agreement alleged to have been violated. Provisions of the Agreement alleged to have been violated which may be listed by the Union in its writing of the grievance shall not limit the Union in later arbitration proceedings. The Employer Representative shall have five (5) working days upon receipt of the written grievance to answer said grievance.

STEP 3. If the dispute or disagreement is not settled in STEP 2, in a manner satisfactory to the Union or to the Employer, the Union may make a request on behalf of both parties to the Federal

Mediation and Conciliation Service to submit a list of seven (7) names of qualified arbitrators. Such request for arbitration must be made within three (3) days after the Employer has denied the grievance. Upon receipt of the list of arbitrators by both parties and within three (3) days of such receipt, each party shall strike three (3) names in alternation with the aggrieved party striking the first name. The unstricken name will be empowered to act as the arbitrator.

SECTION C. The decision of the arbitrator shall be final and binding upon each party; however, the arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement, and shall limit his decision strictly to an interpretation of the language in this Agreement. In the event of an arbitrator awards back pay, he shall reduce such award by all earnings, including unemployment compensation received by the aggrieved party during the period of the award. The expenses of the arbitrator shall be shared equally between the Employer and the Union.

SECTION D. No grievance may be submitted to arbitration by the Union under STEP 3, unless the time limit set forth in STEP 2 for the filing of the grievance in writing has been strictly complied with. Any grievance which is submitted after such time limit has expired shall be forfeited and waived by the aggrieved party. Failure by the Union of the employee, as the case may be, to observe the time limit set forth in STEP 1, shall not constitute a waiver, unless such failure is willful. Time limits may be extended only by mutual agreement in writing signed by both the Union and the Employer.

SECTION E. At any STEP in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance complaint, difficulty or dispute, further if in the judgement of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement to the satisfaction of the Union's Executive Board.

SECTION F. The arbitration procedure herein set forth in the sole and exclusive remedy of the parties hereto and the employees covered hereby for any claimed violations of this Contract, and for either party during the term of this Agreement, and such arbitration procedure shall be (except to enforce, vacate or modify awards) in lieu of any and all other remedies or forums of law, in equity or otherwise which will or may be available to either of the parties.

**ARTICLE XVIII
NO STRIKE—NO LOCKOUT**

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During the term hereof the Union agrees that there shall be no strike, or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

**ARTICLE XIX
HEALTH AND WELFARE**

SECTION A. On the first of the month the Employer shall constitute an amount as determined in Section F of this Article each month by the twentieth (20th) day of the month for each of its employees (excluding courtesy clerks, as defined in the Agreement) who on the first (1st) day of each month has been employed for three (3) calendar months or more and has averaged twenty-four (24) hours or more per week for at least four (4) consecutive weeks. Such payments shall be made into a fund known as Albuquerque Area Retail Clerks and Employers Health and Welfare Trustees Fund, which will have for its purpose the providing of Health and Welfare benefits for eligible employees working for the Employer under the terms and conditions of this Agreement. The nature, type and extent of the Health and Welfare benefits to be provided shall be such as the Trustees in their discretion shall determine, and which are in accordance with the Trust Agreement.

The Trust Fund is to be jointly administered by an equal number of Trustees representing the Company and the Union.

SECTION B. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following a lay-off or leave of absence of thirty (30) calendar days or more. Contributions to the Trust Fund discontinued as set forth above shall be resumed on the first of the month following return from lay-off or leave of absence.

SECTION C. In the event a covered employee works less than an average of twenty-four (24) hours per week for eight (8) consecutive weeks, such Welfare premium shall be discontinued until such employee again works an average of twenty-four (24) hours or more per week for four (4) consecutive weeks when such Welfare premium will be paid without any waiting period.

SECTION D. The Company's Welfare plan, life insurance, hospital and surgical-medical insurance, weekly health and accident insurance and sick leave plan shall be discontinued at the time contributions shall begin on the above Health and Welfare. Prior accrued sick leave benefits will be frozen on the above date and employees shall be eligible for past earned benefits under the plan as frozen at that time but no further sick leave shall accrue. Sick leave shall not be paid except for those days not provided for by any weekly income benefits which would be paid by the Health and Welfare Plan. Accrued sick leave is not convertible to cash.

SECTION E. On the first of any month the following types of employees shall be covered without a waiting period for Health and Welfare:

1. A covered employee who goes to work within thirty (30) days for another Employer covered by this Agreement.
2. A returning serviceman who is re-instated without loss of seniority.
3. A transferred employee (not re-instated or rehired) into the Bargaining Unit.

SECTION F. Effective October 1, 1980, based on September hours, the monthly contribution shall be increased by Seven Dollars and Fifty Cents (\$7.50) per eligible employee. This additional contribution shall be used for the purpose of providing new basic benefits.

SECTION G. During the life of this Agreement the Employer agrees to make contributions sufficient to maintain the present level of benefits currently in force as of October 21, 1979, and sufficient to maintain the increased level of benefits which become effective on October 1, 1980. Such contributions shall be determined by the Trustees of the Plan who shall use only the insurance premium plus administration charge as the basis. Such contributions shall be adjusted semi-annually up or down and no contributions made during the term of this Agreement shall be used to increase any premium reserves now in existence or to maintain any reserves now in existence.

SECTION H. If legislation is enacted which affects Health & Welfare or related benefits, or costs of providing them, this Contract may be opened by either party upon thirty (30) days written notice to the other party for the purpose of negotiating the Section so affected only.

ARTICLE XX DENTAL CARE BENEFITS

SECTION A. Effective December 1, 1979, based on November hours, the Employer agrees to increase the Dental contribution by Four Dollars and Ten Cents (\$4.10) per month by the twentieth (20) day of the month for each of its employees who, on the first day of each month, has been employed for three (3) calendar months or more and has averaged twenty-four (24) hours or more per week for at least four (4) consecutive weeks.

During the life of this Agreement the Employer agrees to make contributions sufficient to maintain the present level of benefits

currently in force as of October 21, 1979, and sufficient to maintain the increased level of benefits which became effective on December 1, 1979.

SECTION B. Such payments shall be made into a fund to be known as the Albuquerque Area Retail Clerks and Employers Health and Welfare Trusted Fund, which shall have for its purpose the providing of Dental care benefits for eligible employees working for the Employer under the terms and conditions of this Agreement.

SECTION C. The nature, type and extent of the Dental care benefits to be provided shall be such as the Trustees in their discretion shall determine and which are in accordance with the Trust Agreement. A separate accounting for the Dental care portion of this Health and Welfare Fund shall be maintained in order to allow the Trustees of this Fund an experience evaluation of the Dental care benefit.

SECTION D. The Employer and the Union agree that no later than six (6) months prior to contribution date in paragraph (A) above, they shall:

1. Have completed the necessary amendments to the Trust Agreement and Declaration of Trust.
2. Have completed the necessary studies and evaluations to complete the program of benefits to be received under this Dental Care Program.

In any event, the Employer and the Union agree that whether by the method set forth in these paragraphs or by the initiation of a separate Trust Agreement and Declaration of Trust for Dental Care Benefits, the eligible employees shall begin receiving said Dental Care Benefits no later than thirty (30) days following the date of first contribution into the Trust.

SECTION E. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following a lay-off or leave of absence of thirty (30) days or more. Contributions to the Trust Fund discontinued as set forth above shall be resumed on the first of the month following return from lay-off or leave of absence. In the event a covered employee works less than an average of twenty-four (24) hours per week for eight (8) consecutive weeks, such welfare premium shall be discontinued until such employee again works an average of twenty-four (24) hours or more per week for four (4) consecutive weeks when such Welfare premium will be paid without any waiting period.

SECTION F. On the first of any month the following types of employees shall be covered without a waiting period for Dental Care:

1. A covered employee who goes to work within thirty (30) days for another Employer covered by this Agreement.
2. A returning serviceman who is re-instated without loss of seniority.
3. A transferred employee (not re-instated or rehired into the Bargaining Unit.)

ARTICLE XXI LEAVES OF ABSENCE

SECTION A. 1. A leave of absence shall be granted to a non-probationary employee as a result of non-occupational illness, or injury or a work related illness or injury to the extent of recovery for same up to a maximum of six (6) months.

2. Extensions of such leaves shall be granted by the Employer in writing (with a copy to the Union) solely upon the presentation by the employee of a written request for extension supported by medical evidence of continuing disability and reasonable expectation to return to work within no more than one (1) year's total leave.

SECTION B. When an employee suffers a job related injury and reports for medical care and it is certified that he is unable to continue work, he shall be paid the basic straight-time rate of pay for the scheduled hours not worked on the day of injury. Such hours paid for shall not be counted as hours worked for purposes of computing overtime.

SECTION C. Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, arbitrations, or for Union meetings and conventions. Such leave shall be granted to not more than one employee per store, not to exceed one (1) week; provided, notice for such leave is given in advance sufficient to provide adequate replacement for the employee to be on leave.

SECTION D – FUNERAL LEAVE: 1. Upon request, an employee covered by this Agreement, shall be granted reasonable time off in order to make arrangements for and/or attend the funeral occasioned by a death in his immediate family. Employees will be compensated for time off to a maximum of three (3) regularly scheduled work days in an amount equal to his straight-time hourly rate, times the number of hours (up to eight (8) per day) he would have been scheduled to work. Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day of death or with the day immediately following the day of such death and is a day on which the employee would have worked had it not been for the absence.

2. If an employee is notified of the death of a member of his immediate family while at work, he shall be allowed the remainder of his work day off if he so wishes. His funeral pay would begin at the time of his leave but would be extended by the number of hours he had worked that day if the full three (3) days of funeral leave pay is necessary.

3. Immediate family, used in this Section shall be defined as the employee's parents, in-law parents, spouse, children, brothers, sisters, and grandparents.

SECTION E. An employee may not accept other employment while on leave of absence and may be terminated for violation of this provision, except where written consent has been obtained from the Employer.

SECTION F. All leaves of absence, except where expressly provided, are understood to be leaves without pay. Holiday pay shall not be paid to any employee on leave of absence.

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

SECTION H. Seniority shall continue to accrue while on any type of leave of absence to a maximum of six (6) months at which time, if leave has been extended by the Employer, seniority will remain frozen until the employee returns to active service.

SECTION I. In all cases of leave it shall be the responsibility of the employee to keep the Employer advised of his desire to return to work, and give prior notice of intent to return to work. The Employer will not be obligated to return an employee to work within a work week in which the employee was not originally scheduled to work.

SECTION J – PERSONAL LEAVE: Leaves of absence without compensation for reasonable periods may be granted by the Employer at its discretion to employees who have completed one (1) year of service.

**ARTICLE XXII
SAVING CLAUSE**

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a Court of compen-

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tent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet immediately for the purpose of re-negotiating an Agreement on provisions so invalidated.

ARTICLE XXIII JURY DUTY

SECTION A. Employees who are required and who report for jury duty shall be paid by the Company for each day partially or wholly spent in performing jury duty and amount equal to the difference between the employee's regular straight-time hourly rate times the number of hours (up to eight (8)) that he otherwise would have been scheduled to work and the compensation received for jury duty (excluding amount received as reimbursement for expenses or travel allowance.) Such hours paid for shall not be counted as hours worked for purposes of computing overtime.

SECTION B. In order to be eligible to receive payment under this Article, an employee must notify his Store Manager, on his first work day after receipt of the notice to report for jury duty and must furnish satisfactory evidence that jury duty was performed and the amount of compensation received for such service on the days for which payment is claimed.

SECTION C. If an employee is notified to do so by the Store Manager or Assistant Manager when he is excused from jury service either temporarily or permanently, on any scheduled work work day, the employee shall promptly report to complete any remaining hours of his scheduled work day; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the Court for at least eight (8) hours jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which served and compensated for jury duty by the Court on that day.

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SECTION D. If an employee appears in Court or the Police Department on behalf and at the request of the Employer, he shall receive his basic straight-time rate of pay for the time spent in making such appearance; and, such time shall not be considered as part of the work week under the terms of this Agreement.

SECTION E. Jury Duty pay shall not exceed ten (10) working days pay per year.

**ARTICLE XXIV
WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of Collective Bargaining and that all such subjects have been discussed and negotiated upon and the Agreements contained in this Contract were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXV
PENSION**

SECTION A. The Employer shall pay thirty-five (35) cents per hour for all hours worked at straight-time (including hours worked on Sunday), for all employees covered by this Agreement into an Employer-Union Pension Fund, which shall be jointly administered by the Union and the Employer by an equal number of Trustees as provided in an agreement establishing such Pension

Fund. Though no contributions are required on Courtesy Clerks, they shall be granted past service credits if promoted from the Courtesy Clerk classification.

SECTION B. The Employer's contributions shall be increased in accordance with the following schedule during the life of this Agreement:

1. Effective January 1, 1982, based on December hours, increase contribution by five (5) cents perhour, per eligible employee.
2. Holiday and vacation hours shall be added to those hours for which the above mentioned contribution shall be made.

SECTION C. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the term and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges, and expenses of administering the Plan and all taxes lieved or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Plan

SECTION D. Said Pension Plan and the Trust Agreement establishing the Pension Fund has been submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

SECTION E. It is agreed by and between the parties hereto that when the Pension Plan is approved by the United States Treasury Department and the United States Department of Labor and becomes operative and the Employer makes contributions into the Fund those employees covered by this Agreement shall automatically cease to participate in the Employer's Plan then in effect.

SECTION F. The Employer shall be represented by its employees, or some other representative on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at the length set forth, when adopted.

SECTION G. If for any reason the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other fringe benefits or wage increases in the amount equal to the cents per hour provided for in this Article for all hours worked at straight-time in lieu of payments into the Pension Fund, and that those employees who are eligible will continue to participate in the Employer's Retirement Plan.

ARTICLE XXVI BARGAINING UNIT WORK

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To prevent the erosion of Bargaining Unit work, driver salesmen, book salesmen or sales representatives shall not perform work or services in the Employer's Retail Establishments in excess of the prevailing practice in the Industry in areas covered by this Agreement at the time of this Agreement.

ARTICLE XXVII STORE CLOSING

In the event the Employer closes the majority of its stores in the Bargaining Unit, the Employer agrees to meet with the Union for the purpose of negotiating the severance of the employees thus affected.

ARTICLE XXVIII TECHNOLOGICAL CHANGE

SECTION A. The parties recognize that automated equipment and technology is now available for the Retail Food Industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that the Employer has the right to avail itself of modern technology. With this common objective, the parties agree as follows:

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1. In the event the Employer introduces major technological change which for the purpose of this Article is defined as electronic price marking and electronic scanner which would have a direct material impact affecting Bargaining Unit work, sixty (60) days advance notice of such change will be given to the Union.

2. In addition; the parties agree:

a. The Employer has the right to install such equipment.

b. Any training or necessary retraining will be furnished expense free by the Employer to affected employees.

c. Where employees would be displaced by such installation, the Employer will make every effort to effect a transfer.

d. If an employee is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the employees would qualify for separation of pay, if:

(1). The employee has two (2) or more years of continuous service.

(2). Does not refuse a transfer within a twenty-five (25) mile radius.

(3). Does not refuse to be retrained.

(4). Such action does not occur more than one (1) year from date of installation.

(5). Does not voluntarily terminate employment.

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e. Severance pay would be paid at the rate of one (1) week's pay for each year of service in excess of two (2) years not to exceed eight (8) weeks.

f. Severance pay would equate the average number of hours worked the fifty-two (52) weeks preceding displacement.

ARTICLE XXIX TERMS OF AGREEMENT

SECTION A. This Agreement shall be effective as of October 21, 1979, and shall remain in full force and effect until its expiration date of October 23, 1982.

SECTION B. On or before sixty (60) days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desires to negotiate the terms and provisions of a successor Agreement. Promptly following such notification and during such sixty (60) day period, the parties hereto shall meet and engage in such negotiations.

SECTION C. If neither party hereto gives notice to the other party if its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

**ARTICLE XXX
GENDER CLAUSE**

Wherever the masculine gender is used, it shall be deemed to include the feminine gender as well.

**APPENDIX A
WAGES**

Employees hired on or promoted to a classification after the date of ratification of the agreement:

Classification	Eff. 10/21/79	Eff. 12/21/80	Eff. 10/18/81	Eff. 4/18/82
<u>Apprentice Food Clerks</u>				
1st 6 months (50%)	\$3.835	\$4.085	\$4.21	\$4.335
2nd 6 months (60%)	4.605	4.905	5.055	5.205
3rd 6 months (70%)	5.37	5.72	5.895	6.07
4th 6 months (80%)	6.14	6.54	6.74	6.94
Journeymen	7.675	8.175	8.425	8.675
Head Clerk (where designated)	7.825	8.325	8.575	8.825
Produce Manager	8.175	8.675	8.925	9.175
Assistant Manager***	8.175	8.675	8.925	9.175
Courtesy Clerk-1st				

520 hrs.	Min Wage	Min Wage	Min Wage	Min Wage
Thereafter	+ .15c	+ .15c	+ .15c	+ .15c
Junior Clerk (47½%)	3.645	3.88	4.00	4.12
<u>Apprentice Bakery Sales & Snack Bar-Deli</u>				

1st 6 months	3.33	3.54	3.65	3.76
2nd 6 months	3.49	3.72	3.83	3.94
3rd 6 months	3.71	3.96	4.08	4.20
Journeymen	3.93	4.19	4.32	4.36

****Employees on the payroll of their Employer on the date of ratification of this Agreement will receive these rates retroactive to October 21, 1979.**

*****These rates apply to Assistant Managers that are still in the bargaining unit.**

Junior Clerks on the payroll at the time of ratification, when promoted to Apprentice Clerk, go through the "Hired prior to 11/13/79" progression brackets. All Junior Clerks hired after ratification shall go through the "Hired after 11/12/79" progression brackets if promoted to Apprentice Clerk.

APPENDIX A WAGES

Employees on the payroll on the date of ratification of the agreement:

Classification	**Eff. 10/21/79	Eff. 12/21/80	Eff. 10/18/81	Eff. 4/18/82
Apprentice Food Clerks				
1st 6 months	\$4.48	\$4.77	\$4.92	\$5.07
2nd 6 months	5.02	5.34	5.51	5.67
3rd 6 months	5.45	5.81	5.99	6.16
4th 6 months	6.14	6.54	6.74	6.94.
Journeymen	7.675	8.175	8.425	8.675
Head Clerk (where designated)	7.825	8.325	8.525	8.825
Produce Manager	8.175	8.675	8.925	9.175
Assistant Manager***	8.175	8.675	8.925	9.175

Courtesy Clerks	.20¢	.10¢	.05¢	.05¢
Junior Clerks	4.25	4.53	4.67	4.81
Apprentice Bakery Sales and Snack Bar- Deli				
1st 6 months	3.33	3.54	3.65	3.76
2nd 6 months	3.49	3.72	3.83	3.94
3rd 6 months	3.71	3.96	4.08	4.20
Journeyman	3.93	4.19	4.32	4.45

****Employees on the payroll of their Employer on the date of ratification of this Agreement will receive these rates retroactive to October 21, 1979.**

*****These rates apply to Assistant Managers that are still in the bargaining unit.**

APPENDIX A WAGES

Employees hired on or promoted to a classification after the date of ratification of the agreement:

Classification	Eff. 10/21/79	Eff. 12/21/80	Eff. 10/18/81	Eff. 4/18/82
General Merchandize Drug & Sporting Goods				
1st 6 months (60%)	\$3.22	\$3.43	\$3.54	\$3.64
2nd 6 months (70%)	3.76	4.00	4.13	4.25
3rd 6 months (75%)	4.03	4.30	4.43	4.55
4th 6 months (85%)	4.56	4.86	5.01	5.16
Journeyman	5.37	5.72	5.90	6.07
Soft Goods, Camera, Layaway and Jewelry				
1st 6 months (60%)	3.10	3.15	3.20	3.28
2nd 6 months (70%)	3.38	3.59	3.71	3.82
3rd 6 months(75%)	3.62	3.85	3.98	4.09
4th 6 months (85%)	4.10	4.36	4.51	4.64
Journeyman	4.83	5.14	5.31	5.46
Ice Cream, Candy & Film-1st 500 hrs.	3.25	3.25	3.25	3.25
Thereafter	3.50	3.50	3.50	3.50

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*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

December 19, 1980

Secretary-Treasurer
United Food and Commercial Workers
International Union, local #1564
130 Alvarado, Northeast
Albuquerque, New Mexico 87108

JAN 16 1981

Respondent:

We now have on file a copy of your collective bargaining agreement(s): between your union and the Chain and Independent Food Stores in New Mexico. The agreement we now have, expired October 1979.

We would appreciate your sending us the following information to complete our files:

A copy of your current union agreement, or memorandum of understanding, along with the approximate number of employees covered: 2300.

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

JANET L. NORWOOD
Commissioner