



**COLLECTIVE BARGAINING
AGREEMENT**

WITH



May 6, 2022 – October 7, 2024

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FOODMAXX COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE SAVE MART COMPANIES, dba FOODMAXX
AND
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 5
May 6, 2022 to October 7, 2024

This FoodMaxx Collective Bargaining Agreement (the "**Agreement**"), is made by and between The Save Mart Companies, dba FoodMaxx (hereinafter called "**Employer**"), and the United Food and Commercial Workers Union Local 5

INTRODUCTION

Union and Employer enter into this Agreement with the mutual understanding that fostering and promoting harmonious labor-management relations is of the utmost importance to Employer's success and the welfare of employees. This Agreement lays out some basic ground rules for those relations, but each side recognizes that the only way to have a successful relationship lies not in the words on a piece of paper but in the interaction and good will between the parties who have put their names to that paper. To that end, Union and Employer agree to seek out new ways to work with each other, whether spelled out in this Agreement or not, in order to promote the effective, efficient, and profitable operation of Employer's business as well as dignity and respect for all of Employer's employees.

SECTION 1 – RECOGNITION & UNION MEMBERSHIP

- 1.1 RECOGNITION:** For the purpose of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment, Employer recognizes Union as the exclusive representative of all regular employees, full-time and part-time, working in Employer's current Food Maxx retail food stores within Union's geographical jurisdiction. The Union's various geographical seniority areas are shown on the Seniority Areas Addendum attached to this Agreement. Employer's recognition excludes, however, the following positions (whether known by these titles or such other titles as Employer may now or later give to such positions): Store Manager, Assistant Store or Grocery Manager, Second Assistant Store or Grocery Manager, Center Store Manager, Assistant Grocery Manager, Meat Manager, Produce Manager, Bakery Manager, and Front-End Manager, as Employer may choose additionally, the following categories of employees are excluded: custodians, clerical employees, confidential employees, security personnel, and supervisors as defined in the Labor/Management Relations Act.
- 1.2 ADDITIONAL FACILITIES:** New FoodMaxx stores in the above-mentioned geographical areas will be included in the bargaining unit covered by this Agreement if, after a forty-five (45) day period following such a new store opening for business, Union is able to confirm its majority status by a showing of cards with confirmed signatures of over fifty percent (50%) of the employees in the bargaining unit indicating their desire to grant Union exclusive bargaining rights. The parties will utilize the services of an impartial party to authenticate Union's claim to majority status.

1.3 GEOGRAPHICAL AREAS:

1.3.1 The individual geographical areas of Local 5 are as follows:

FOOD: Alameda County; Contra Costa County; Del Norte County; Humboldt County; Marin County; Monterey County; Napa County; San Benito County; San Mateo County **excluding** the cities of Daly City, Colma, Brisbane and parts of Pacifica; Santa Clara County; Santa Cruz County and Solano County.

MEAT: Alameda County **excluding** the cities of Pleasanton and Livermore; Contra County, **only** the cities of El Cerrito, El Sobrante, Kensington, Richmond & San Pablo; Del Norte County; Humboldt County; Lake County; Marin County; Mendocino County; Monterey County; San Benito County; San Francisco County **only** the cities of Daly City, Colma, Brisbane, South San Francisco and Pacifica; Santa Clara County; Santa Cruz County; San Mateo County and Sonoma County **including** the city of Novato.

1.4 **UNIT WORK:** The work covered by this Agreement shall be performed only by members of the appropriate unit as defined in Section 1, above. This work consists of all work and services related to the handling or selling of all merchandise offered for sale to the public in Employer's retail food stores, but excluding:

1.4.1 Work performed by those persons listed in Section 1 as excluded from the unit;

1.4.2 Work performed for a period of fifteen (15) days after the date on which Employer certifies that Union has been recognized as the bargaining agent for employees located at a new Food Maxx retail food store;

1.4.3 Outside service merchandisers, service drivers, driver salesmen and rack jobbers handling their own product in accordance with past or present Employer practice; and

1.4.4 Demonstration work.

If Employer establishes a new department or creates new work in stores covered by this Agreement, Employer will meet and discuss with Union whether such work should be included in the bargaining unit. If it is determined that such new work should be included, the parties will meet to determine the appropriate pay.

1.5 EMPLOYMENT AND UNION MEMBERSHIP

1.5.1 **MEMBERSHIP:** On the later of the thirtieth (30th) day after the first day of employment or the effective date of this Agreement, all employees hired by Employer will become and remain a member of Union as a condition of employment. For purposes of this Section, tender of Union's periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in Union will be considered membership in Union. If an employee fails to meet or maintain these membership requirements, however, Union will notify both Employer and the employee of the employee's failure to do so. If after receiving such notice the employee fails to tender the dues or fees as the case might be by the seventh (7th) day after the notice is postmarked or personally delivered, Employer will terminate the employee unless Union notifies Employer in writing before the effective date of the termination that the employee has complied; provided, however, Employer has no obligation to discharge any employee in violation of the National Labor Relations Act, as amended.

- 1.5.2 EMERGENCY/TEMPORARY SEASONAL EMPLOYEES:** For stores that experience an emergency or in need of temporary seasonal employees the Union security provisions above may be waived only by mutual agreement between the Union and Employer for a period of no more than ninety (90) calendar days after which an employee will become a regular employee with their original date of hire and subject to the provisions above. The Employer will, within ten (10) days of such emergency or temporary seasonal assignment, provide the Union with the name, classification, and store number of such employee.
- 1.5.3 REINSTATEMENT:** If Union discovers within thirty (30) days after the date on which Employer discharges an employee as described in a. above that the discharge was in error, Union will so notify Employer in writing and provide Employer with bona fide evidence that Union's termination demand was improper. Employer will then reinstate the employee with full seniority on the first (1st) weekly schedule posted by Employer after being so notified by Union.
- 1.5.4 INDEMNIFICATION:** Union will indemnify Employer against, and hold Employer harmless from, any and all claims and/or causes of action that arise out of or are in anyway connected with Employer's compliance with this provision.
- 1.5.5** Whenever new employees are hired for jobs covered by this Agreement or when employees are transferred to jobs covered by this Agreement from outside the jurisdiction of this Union, the Employer shall promptly notify the Union within thirty (30) days of such employment, in writing, giving the date, place, and job classification of the employment and the name, address, social security number, mobile phone number and email address of the new employee.
- 1.5.6** In staffing new stores, the Employer will endeavor to staff at least fifty percent (50%) of the clerk positions with available Food Maxx employees working at stores within reasonable proximity, if possible and practicable. Employees who are transferred into a new store, upon whom contributions are made to the various Trust Funds, shall continue to have contributions to the several Trust Funds made on their behalf.
- 1.5.7** Initiation Fee Adjustment: The Union has implemented a method for reducing the impact of its initiation fees on new employees, which includes a payment installment plan or deferred payments for new employees.

1.6 DUES CHECK OFF

- 1.6.1 WITHHOLDING:** An employee may voluntarily authorize Employer in writing to withhold weekly dues, initiation fees, and political contributions from his or her wages. After Employer has received this written authorization and made the necessary changes to the employee's payroll record to account for the deductions, Employer will begin to deduct as directed. Employer will transmit the deductions to Union's office by no later than the fifteenth (15th) day of the month following the month in which the deductions are made.
- 1.6.2 PERIOD OF AUTHORIZATION:** Once a decision to authorize deductions is made, the authorization is irrevocable for a period of twelve (12) months from the date it is made or until the termination of this Agreement, whichever happens first. If an employee wants to revoke his or her authorization, he or she must notify Union and Employer in writing no sooner than twenty (20) days and no later than ten (10) days before the expiration of the

current authorization period. If the authorization is not revoked as just described, the authorization shall be automatically renewed and be irrevocable for another period of twelve (12) months or for the period of the balance of the term of this Agreement, whichever is shorter.

- 1.6.3 INDEMNIFICATION:** Union will indemnify Employer against, and hold Employer harmless from, any and all any and all claims or causes of action, damages, losses, liabilities, and the like that arise out of or are in anyway connected with the implementation of this provision or Employer's compliance with it. Employer agrees, however, that it will immediately correct any errors in making deductions upon notification from Union, which may be telephonic but which will be subsequently confirmed in writing.
- 1.7 STORE VISITS:** Union's authorized Business Representatives are permitted to visit the stores covered by this Agreement and have free access to the employees during such visits for the purpose of conducting Union business; observing working conditions; asking employees about working conditions; recording complaints; and other matters concerning the enforcement of this Agreement. Each of Union's Business Representatives is only authorized to visit, however, if the visit can be done without interfering with the work of the employees and disrupting the workplace. Moreover, each Business Representative must conduct himself or herself in accordance with the rules generally applicable to people visiting Employer's Food Maxx stores to the extent these rules do not preclude the Business Representative from discharging his or her duties.
- 1.8 SHOP STEWARDS:** Employer recognizes Union's right to appoint. Employer agrees to schedule a paid day off for two (2) Shop Stewards per store, designated by Union (unless there is more than one (1) Union representing employees in the store in which case the designation must be done jointly), to attend an annual education meeting. The parties agree that such time shall not be considered time worked for purposes of overtime, benefit contributions, or other incidents of "time worked." Employer further agrees that neither Shop Steward will suffer any loss in his or her normally scheduled hours in the week that he or she attends the meeting. Union acknowledges, however, that Employer's obligation is limited in that Employer cannot be put in the position of violating this Agreement or having to pay any penalty for improper scheduling. To help make certain no problems arise, Union agrees to notify Employer in writing at least seven (7) days before the posting date of the schedule for the week in which the meeting will occur. Union should send the notice to Employer's Director of Employee and Labor Relations.
- 1.9 UNION BULLETIN BOARDS:** Union may supply each store with a glass-enclosed bulletin board not exceeding three (3) feet by two (2) feet-six (6) inches in size for the purpose of posting notices of official Union business. All non-routine materials to be posted on the bulletin board must be approved by Employer's Labor Relations Department. Under no circumstances may bulletin boards be used to post notices of a political or adversarial nature. Employer's Labor Relations Department will coordinate the implementation of this program. All non-routine materials to be posted on bulletin board must be approved by the Company' Labor Relations Department. Under no circumstances may bulletin boards be used to post notices of a political or adversarial nature. The Company's Labor Relations Department will coordinate the implementation of this program.
- 1.10 UNION STORE CARDS:** In consideration of the performance of the covenants herein contained, Union agrees to lend Union Store Cards and/or Decals to Employers entitled hereto under the rules subject to Employer receiving a copy of such rules governing Union Store Cards set forth in the Constitution of the United Food and Commercial Workers International Union. Employers who request and are entitled to Union Store Cards and/or Decals and accept them agree to display them in a public space in their stores. It is understood that such Union Store

Cards and/or Decals are issued by and remain the property of the United Food and Commercial Workers International Union, and Employer agrees to surrender said Union Store Cards and/or Decals at Union's request upon its failure to observe the terms of this Agreement or the conditions under which said Store Cards and/or Decals are issued.

1.11 NEW EMPLOYEES; INDIVIDUAL AGREEMENTS; NOTIFICATION

1.11.1 CBA COVERAGE; CONSIDERATION: During the period in which a new employee is not a Union member, the terms of this Agreement will nevertheless apply to his or her employment to the extent applicable. In recruiting employees for FoodMaxx stores covered by this Agreement, Employer agrees to give due consideration to persons referred directly by Union. Employer has the final decision in choosing between qualified applicants.

1.11.2 INDIVIDUAL ARBITRATION AGREEMENTS: Employer may enter into agreements with new employees for arbitration of statutory discrimination claims and other claims for which the grievance procedures of this Agreement are not the exclusive remedy. These agreements will comply with all state and federal law governing arbitration agreements of this nature.

1.11.3 NOTIFICATION: Employer will promptly notify Union in writing of the name, address, social security number, date of hire, store location, and job classification of newly hired employees. Union agrees, however, that Employer need not give it any such information if doing so would conflict with the law.

1.11.4 Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employee or employees as are covered by this Agreement, unless specifically stated otherwise. Whenever the masculine version of work is used in this Agreement, it will be deemed to include the feminine and vice versa as the context might require.

SECTION 2 - MANAGEMENT RIGHTS

In accordance with all applicable law, Employer retains, solely and exclusively, all rights, powers, and authority to manage its business, in all its phases and details, in the manner in which it sees fit to do so, except as such rights, powers, and authority may be specifically mitigated, modified, or prohibited by the express provisions of this Agreement.

SECTION 3 - JOINT LABOR-MANAGEMENT COOPERATION

3.1 WORKERS' COMPENSATION: Union and Employer agree that it is very important to Employer's business that employees who are hurt on the job have their injuries handled fairly, thoroughly, and quickly so that they may either return to work or leave as the injury and its resolution might dictate. Union and Employer further agree that there may be better ways to achieve those ends than under the California statutory scheme for workers' compensation. Therefore, and as permitted by and consistent with California state law, Union and Employer agree to meet to discuss changes to the manner in which workers' compensation benefits are provided to the employees covered by this Agreement. These changes may include the adoption by separate agreement of an Alternative Dispute Resolution system and providing workers' compensation benefits through established, or newly created, Taft-Hartley funds.

- 3.2 REGULAR MEETINGS:** Union and Employer agree that they and their representatives working in the stores covered by this Agreement will meet as a group no less frequently than quarterly. The exact agenda of each quarterly meeting, where they are to be held, and the like will be left to the appropriate Union and Employer representatives. Union and Employer will discuss issues that are of concern to each in the ongoing operation of Employer's stores covered by this Agreement.
- 3.3. EDUCATIONAL PROGRAM:** Union and Employer will annually and jointly participate in an educational program of some kind designed to enhance labor-management relations. The purpose of doing this is to help Union and Employer to see and approach the issues that might arise between them in new and different ways than they may have seen them in the past. The appropriate representatives of Union and Employer will decide what to attend and when.

SECTION 4 - WORK SCHEDULES & CLASSIFICATIONS

4.1 WORKWEEK; PAYDAY; HOURS OF WORK AND SCHEDULES

- 4.1.1 POSTING; RETURN TO WORK:** Employer will post the work schedule no later than 12:00 noon on Thursday of the preceding week. Employer will post lunch hours on the weekly work schedule. Upon the Employer's implementation of the new Kronos Scheduling system, total hours by day and week shall be included on the posted schedules, and when feasible, a master schedule to be sorted by seniority. An employee's failure to report to management before 12:00 noon on Thursday after an authorized leave of absence or to report to management before 12:00 noon on Thursday and provide a medical release after being released from a doctor's care will result in no scheduled hours the following week. When operationally feasible the Employer will post work schedules by 3:00 p.m. at least fourteen (14) days in advance of the date the schedule becomes effective. The Employer will have the flexibility to make changes to the schedule up to one week before it goes into effect.
- 4.1.2 WORKWEEK AND PAYDAY:** The workweek will be from Monday through - Sunday. Union agrees that Employer may pay employees electronically or via pay card. Electronic pay stubs or pay card statements will be available for viewing by 8:00 a.m. on Friday. The statement showing the name, hours of work, overtime, if any, total wages paid, and list of deductions made. Payday is Friday of each week. Union agrees that Employer may pay employees through a direct deposit. Employer will offer direct deposit on a voluntary basis, but Union agrees to encourage employees who are able to take advantage of it to do so. Notwithstanding the above, current employees as of January 10, 2020, shall continue to have the right to choose to receive traditional payroll paychecks on Fridays.
- 4.1.3 SUNDAY SCHEDULING:** Work on Sunday will be scheduled by seniority preference, with inverse seniority used for staffing in the event an insufficient number of employees volunteer.
- 4.1.4 WEEKLY HOURS:** The basic workweek for employees classified as full-time employees will comprise five (5) eight (8) hour days for forty (40) hours per week fewer than forty (40) hours may be scheduled by mutual agreement or in the case of Meat Cutters, who are all full-time employees, the least senior Meat Cutter may be scheduled fewer than forty (40) hours if a forty (40) hour schedule is unavailable. Employees who are classified as part-time employees, other than Clerk's Helpers, will have a basic workweek comprising no

fewer than twenty-four (24) hours. Clerk's Helpers will have a basic workweek comprising no fewer than twenty (20) hours per week.

4.1.5 SPLIT SHIFT: Employer will not schedule employees for split shifts. If Employer does so, it must pay the premium described in 5.3.2, below, which will be the sole remedy for violation of this provision. A split shift is a second shift in the same workday that starts sooner than ten (10) hours after the first (1st) shift. An employee's attendance at a mandatory store meeting on the same day following his or her shift shall not be deemed to constitute working a split shift.

4.2 ADDITIONAL AVAILABLE HOURS: Qualified part-time employees may request additional available straight-time hours within their classification on a store-by-store basis so long as they are available for the hours and have notified their Store Manager, in writing, or electronically submitted when operationally feasible, of their desire for more hours. Qualified part-time employees who comply with the preceding sentence will be afforded additional available hours by seniority. Seniority will be applied first to eligible, available employees then working when the need to fill a shift or a portion of a shift arises. For purposes of this section, qualified means an employee has the knowledge, skills, and ability to do the job. Employer need not, however, give additional available hours to an eligible employee if doing so will result in overtime or premium pay or violate any restriction the employee may have on his or her hours.

4.3 MEAL PERIOD: Employees are provided with meal periods in compliance with Save Mart's meal Period Policy and California law. In the event of any conflict, California law shall prevail. In addition, each employee shall be released from work for his off-duty meal period before the end of the fifth (5th) hour of work, but no sooner than three (3) hours of the time of his reporting for work. Any employee who is given a meal period prior to three (3) hours into his shift or works in excess of five (5) hours without a meal period shall receive one and one-half (1½) times the employee's straight-time rate for hours worked between the meal period and the completion of the third (3rd) hour or one and one-half (1½) times the employee's straight-time rate for hours worked in excess of five (5) hours until a meal period is given. This one-and-one half (1½) straight time rate payment is in addition to any required penalty pay for meal periods that begin after the fifth (5th) hour of work.

During one (1) lunch hour in any workday in a market employing one (1) or more Meat Cutters in work covered in accordance with Section 1.3 of this Agreement, Monday through Saturday, there must be a Meat Cutter covered by this Agreement in attendance at all times during which fresh meat is being sold. In such markets where the Meat Cutter is alone, the Employer may also close the market (fresh meat section), use a relief employee, operate for one (1) unattended lunch hour in a day, or require the Meat Cutter to work through the lunch hour, in which event the Meat Cutter shall be paid at the applicable overtime rate for the lunch hour and shall be permitted to eat his lunch on the job.

On Sundays and holidays in self-service markets where only one (1) employee is performing work covered by this Agreement, he shall be provided with a full, uninterrupted hour off for lunch and the Meat Department may remain open; provided that no individual, except the Owner-Employer, not otherwise employed in work covered by this Agreement, shall be permitted to perform work covered by this Agreement during such unattended lunch hour. On Sundays and holidays in a conventional or self-service market, a Meat Cutter may eat on the job and shall receive pay in accordance with the provisions above.

Notwithstanding the foregoing, in accordance with state law, the Employer may schedule up to a six (6) hour shift without a lunch period. Any scheduled or extended shift that is more than five (5) hours up to and including a six (6) hour shift shall include two (2) unscheduled ten (10) minute breaks.

- 4.4 REST PERIOD:** Employees are authorized and permitted to take rest breaks in compliance with Save Mart's Rest Period Policy and California law. In the event of any conflict, California law shall prevail. In addition, as forth in the CBA no employee shall be denied the right to necessary or required relief. All employees shall be allowed an unscheduled ten (10) minute break in the first (1st) half of their shift prior to the meal period and an unscheduled ten (10) minute break in the last half of their scheduled shift prior to quitting time. If the shift is longer than ten (10) hours, additional rest period(s) will be authorized and permitted as set forth in Save Mart's Rest Period Policy.
- 4.5 STRAIGHT-TIME HOURLY RATES OF PAY:** Rates of pay for different classifications are set forth in Addendum A to this Agreement. The following paragraphs describe how employees may progress in some classifications and some restrictions on what certain classifications may do.
- 4.6 ADVANCEMENT TO FULL-TIME:** Multi-Purpose Clerks/Key Carriers will be advanced to full-time forty (40) hour jobs either; (i) at Employer's discretion or; (ii) if the number of Multi-Purpose Clerks/Key Carriers regularly scheduled on a full-time basis falls below thirty percent (30%) of the total number of Multi-Purpose Clerks in the particular geographic seniority area referenced in Section 1.3. The Employer has no obligation to advance any Multi-Purpose Clerk/Key Carriers to full-time unless he or she is qualified to perform the work, is available to work, and has completed at least four thousand one hundred sixty (4160) hours of work with the Employer. If the Employer hires full-time Multi-Purpose Clerks/Key Carriers, they will not be counted in the ratio of MPC's until their seniority would justify them having attained that status.
- 4.7 RAPID ADVANCEMENT:** If employees are advanced more rapidly than called for by the progression schedules, future advancement will be mandatory only if called for by total hours, as opposed to hours at that progression step.
- 4.8 MEAT/DELI CLERKS:** Meat/Deli Clerks are not to be assigned production meat cutting. Production meat cutting is to be done by a Meat Cutter.
- 4.9 CLERK'S HELPER:** A Clerk's Helper may not stock or price merchandise except carry backs, operate cash registers, perform normal janitorial work, perform office work, face shelves, or break downloads. A Clerk's Helper may work in a higher classification and get paid the higher rate for time spent in the classification. All time worked in the higher classification will be credited in that classification toward promotion. The Employer will not utilize stepped-up Clerk's Helpers while employees in that store are reduced in hours due to lay off.
- 4.10 SCHEDULE II MEAT APPRENTICE:**
- (1)** A new classification is created, "Schedule II Meat Apprentice". A Schedule II Meat Apprentice is an employee who performs Meat/Deli Clerk work and may be designated [one (1) employee at each store location], to assist a Meat Cutter in the performance of his or her duties and, after required training, do Meat Cutter relief work during holidays, vacations, leaves of absence, sick days, or when a regular Meat Cutter employed with Employer is not available for work.
 - (2) HOURS AND RATE OF PAY:** When a Schedule II Meat Apprentice is assigned to perform Meat Cutter duties, an eight (8) hour guarantee will apply for that shift. The rate of pay shall be at the next highest Meat Cutter (see Appendix A.3, full-time) hourly rate above the Schedule II Meat Apprentice's current Meat Clerk hourly rate of pay. All hours worked will apply to step raises within both classifications. An employee may be classified as a Schedule II Meat Apprentice for no more than twenty-four (24)

months, after which time he or she will be offered an Apprentice Meat Cutter's position or will be returned to a Meat Clerk position at his or her current Meat Clerk hourly rate of pay. All hours worked performing Meat Cutter duties will be credited at the time of promotion to the Meat Cutter classification. No current or future Meat Cutter will be laid-off or reduced in hours because of the use of the Schedule II Meat Apprentice classification.

4.11 E-COMMERCE CLERK: An E-Commerce Clerk may be full-time or part-time and may perform the selection, charging, packing, in-person pick-up and/or curbside delivery for e-commerce transactions

An E-Commerce Clerk may supplement a third-party delivery or curbside service in any location. Nothing in this or any other provision in the parties' CBA (to include any provision limiting the removal or transfer of work from the bargaining unit) shall limit the right of TSMC to engage any third-party e-commerce/e-delivery and curbside service provider to perform the selection, charging, packing, in-person pick-up and/or curbside delivery for e-commerce transactions. E-Commerce Clerks will be provided a distinct uniform, shirt or badge to distinguish them from other employees.

4.11.1 HEALTH AND WELFARE: E-Commerce Clerks health and welfare eligibility shall be seventy-six (76) hours per month. For the first sixth (60) days of each operation, eligibility shall be sixty-four (64) hours. There shall be no health and welfare contributions for E-Commerce Clerks for their first twelve months of employment.

4.11.2 PENSION: A pension contribution of fifty cents (\$0.50) per straight time hour worked will be made on behalf of eligible E-Commerce Clerks for the first thirty-six (36) months of employment and at the full pension rate thereafter or when an individual reaches the "thereafter" rate, whichever occurs first.

4.11.3 WORK FLEXIBILITY: E-Commerce Clerks may also be scheduled or assigned to other work throughout the store. It is understood that the other work shall be limited to that which is MPC" classified or below. It is also understood that an E-Commerce Clerk may not be scheduled to work more than twelve (12) hours doing non-online order selection work in any one (1) week.

When an E-Commerce Clerk is used to perform MPC works for entire shift, he or she will be compensated at the MPC rate of pay, one progression step above their current rate of pay. MPC work performed by an E-Commerce Clerk employee shall be tracked by the Company for MPC credit purposes. It is understood that for purposes of this section, that no current MPC shall suffer a reduction in hours as a result.

4.11.4 SENORITY: E-Commerce Clerks shall be a separate classification.

4.11.5 HOURS: During the first sixty (60) days of employment, E-Commerce Clerks shall only be entitled to a weekly guarantee of sixteen (16) hours per week. Thereafter, part-time E-Commerce Clerks shall be scheduled for at least twenty (20) hours per week.

SECTION 5 - OVERTIME; HOLIDAY PAY; AND PREMIUM HOURLY PAY

- 5.1 OVERTIME:** Employer must authorize any overtime. Overtime will be compensated as follows:
- 5.1.1** Work performed in excess of eight (8) hours per day and worked performed in excess of forty (40) hours per week will be paid at one and one half (1½) times the regular rate.
- 5.2 HOLIDAY PAY:** Eligible employees who worked on one (1) of the fixed holidays to which they are entitled as listed in Section 10.1, below, and who were hired before September 1, 2006, will be compensated at the rate of one and one-half (1½) times the applicable straight-time hourly rate, plus applicable holiday pay. Eligible employees who worked on one (1) of the fixed holidays to which they are entitled as listed in Section 10.1, below, and who were hired after September 1, 2006, will receive a premium rate of one dollar (\$1.00) per hour in addition to their applicable straight-time hourly rate.
- 5.3 PREMIUM RATES:**
- 5.3.1** If an employee is not given a meal period in conformity with State law, he or she will be compensated at the rate of one and one half (1½) times the applicable straight-time hourly rate for time worked until the meal period is given. Need to add State penalty working over 5 hours with no meal period.
- 5.3.2** If an employee works a split shift, he or she will be compensated at the rate of one and one-half (1½) times the applicable straight-time hourly rate for all hours worked before the expiration of ten (10) hours between shifts.
- 5.3.3** A Meat Cutter brought in by Employer, referred by the meat Union, will be paid one dollar and fifty cents (\$1.50) above the appropriate rate of pay, except those hired as a regular employee by Employer.
- 5.3.4** For Multi-Purpose Clerks and above and Clerk's Helpers on Employer's payroll before September 1, 2006, the following night premium will be paid: If a Multi-Purpose Clerk and above works between the hours of 8 p.m. and 4 a.m., he or she will be paid a premium rate of fifty cents (\$.50) per hour; and if a Clerk's Helper works between the same hours, he or she will be paid twenty-five cents (\$.25) per hour. The foregoing provisions shall not apply to employees hired September 1, 2006, or after. Instead, such employees, except Clerk's Helpers, shall receive twenty-five cents (\$.25) per hour for all hours worked between 11 p.m. and 6 a.m. Clerk's Helpers hired after September 1, 2006, shall receive no night premium. When technologically able to do so, any employee, other than Clerk's Helper, who starts a shift between 10 p.m. and 1 a.m. shall receive the appropriate night premium pay for all hours worked on that shift.
- 5.3.5** If an employee works the sixth (6th) day in a workweek, he or she will be compensated at one and one-half (1½) times the applicable straight-time hourly rate of pay. No employee will be scheduled a sixth (6th) day in a workweek to achieve the twenty-four (24) hour weekly guarantee.
- 5.3.6 DOUBLE THE STRAIGHT TIME HOURLY RATE:**
1. Work in excess of eight (8) hours on the sixth (6th) day worked in a calendar week.

2. Work performed on the seventh (7th) day in a calendar week.

5.4 POSITION PREMIUM: For certain job assignments, Employer pays a rate above the applicable straight-time hourly rate of the employee who has the assignment. These assignments and the premiums paid for them are as follows:

5.4.1 Employees promoted to a 2nd person classification will be placed at the contract rate outlined for the classification.

5.5 INCENTIVE PAY: Employer, at its discretion and with notice to Union, may institute non-contractual incentive programs with monetary or other rewards at any time. These programs may be modified or discontinued at Employer's discretion with prior notice to Union. This section does not apply to over scale wage rates.

SECTION 6 - HEALTH AND WELFARE

6.1 EMPLOYER ACCEPTANCE: The Employer agrees to accept and be bound fully by the terms of that certain Declaration of Trust dated December 21, 2017, as amended, providing for the United Food & Commercial Workers Comprehensive Benefit Trust (UCBT).

6.2 The parties agree to the UEBT (Save Mart/Lucky) plan design for active FoodMaxx employees and current and future retirees (with current employees being given credit for time worked with FoodMaxx for future retiree health care eligibility). The contribution rate shall be sufficient to support the benefits and maintain a three (3) month reserve. The benefit structure shall comply with the requirements of the Affordable Care Act (ACA).

6.3 EMPLOYER CONTRIBUTIONS: The Employer agrees to the following contribution rates unless changed by future contract changes in the FoodMaxx Agreement and/or through Trustee action. Effective for May 2022 hours, payable in June 2022, the contribution rate shall be \$5.45. Effective for September 2022, hours, payable in October 2022, the contribution rate shall be \$5.86. Effective for September 2023 hours, payable in October 2023, the contribution rate shall be \$6.30.

6.4 HEALTH CARE DELIVERY: The bargaining parties strive to have their Health and Welfare Fund provide the best care for its participants, which at the same time operate in the most cost-effective manner possible.

In order to further these goals, the parties agree a desirable use of Trust Fund assets may include the investment in Trust owned state-of-the-art health care delivery, as well as for the health benefit of participants, utilization of medical clinics and services operated by other similarly trusted funds that maximize the quality of care for its participants.

The bargaining parties hereby direct the UCBT Trustees to explore and support efforts by jointly trusted Trust Funds to invest in state-of-the-art health care equipment, health care delivery (including primary health care facilities), and other health care benefits that will provide superior health care to their participants and can provide reduced costs to this Fund.

The parties recognize the UCBT plan is not a fully matured plan and some of the initiatives outlined may not be feasible at this time; however, the commitment of the parties is to attempt to achieve similar results to those sought in the UEBT plan.

6.5 BENEFIT PLAN: The Health and Welfare Summary Plan Description containing the health and welfare benefits provided is available through the UFCW Trust Fund office or one of the UFCW Local Union offices.

SECTION 7 - SICK LEAVE

7.1 INDUSTRY SICK LEAVE ACCURAL: Employees in Plan A and B accrue sick leave monthly as follows:

Hours Worked	Sick Leave Accrual
Less than 64 hours	0
64 but less than 120 hours	3
120 hours or more	6

Employees in *neither* Plan A or B accrue sick leave monthly as follows:

Hours Worked	Sick Leave Accrual
Less than 64 hours	0
64 but less than 120 hours	2
120 hours or more	4

7.2 INDUSTRY SICK LEAVE USE: New employees will be eligible to use sick leave once they are eligible for health and welfare benefits. Provisions of the Sick Leave Plan include:

- (1) An employee may accrue, and use, accrued paid sick days beginning on the ninetieth (90) day of employment.
- (2) An employee may request paid sick days in writing or verbally.
- (3) An employee may take paid leave for employee’s own or a family member for the diagnosis, care, or treatment of an existing health condition or preventative care or for a specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

7.3 CALIFORNIA SICK LEAVE: All employees are eligible to use California Sick Leave benefits in compliance with California law. The California Sick Leave benefit is a calendar year benefit of twenty-four (24) hours, or three (3) days (whichever is greater). Employees may use California Sick Leave benefits beginning on the ninetieth (90th) day of employment. Employees may use California Sick Leave benefits on their first day of absence and in two (2) hour increments. In addition to, but separate from, the California Sick Leave benefits provided to employees, employees covered by “A” or “B” Plans are eligible for Industry Sick leave. Both sick leave benefits are provided through UEBT and subject to the rules of the governing plan.

7.4 INDUSTRY SICK LEAVE ACCUMULATION PAYOUT:

- (1) **Eligibility:** If an employee has accrued 360 hours in paid sick leave as of any December 31st, and the employee is still employed as of that date, the employee may be eligible for a payout subject to UCBT plan rules. To be eligible for the payout, the employee must be

employed on December 31st of the calendar year for which the payment is made. An employee is not entitled to, and there is no payout of, accrued sick leave on termination of employment or retirement of employment.

- (2) **Amount of Pay-Out:** Each employee who is eligible for a sick leave pay-out in accordance with paragraph (1) shall receive Four Hundred Dollars (\$400) less Ten Dollars (\$10) for each hour of sick leave used during that calendar year.

Payments shall be made as soon after the end of the calendar year as administratively feasible.

SECTION 8 - RETIREMENT

- 8.1 Employer agrees to accept and be bound fully by the terms of that certain Declaration of Trust dated April 1, 1957, providing for the UFCW–Northern California Employers Joint Pension Trust Fund (the “Trust Fund”) as the same may be applicable to the Pension Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.
- 8.2 **EMPLOYER CONTRIBUTIONS:** The Employer will provide the appropriate funding to the Northern California Joint Pension Plan, as agreed upon by the Trustees of the UCBT.

Such contributions shall be made on all straight-time hours worked by all employees covered by this Agreement, including Sundays, and/or all hours compensated, such as vacations and holidays. Contributions shall be made on or before the twentieth (20th) of the month for covered hours worked during the preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) straight-time hours per week or two thousand and eighty (2,080) straight-time hours in any calendar year.

An employee shall receive both vesting and benefit accrual credit for all hours compensated (including those for which no contribution is due to the Trust) to a maximum of forty (40) hours per week and two thousand and eighty (2,080) hours per year. For New Hires, their benefit accrual credits will not begin until they have met the eligibility requirements described below.

In the event that Employer is required to make any additional contributions above the negotiated contribution rates in order to avoid funding deficiencies, Employer will receive a dollar-for-dollar credit for additional contributions in any subsequent Plan year where there is sufficient excess funding exceeding the minimum funding level required to offset the additional contribution provided this offset does not create a minimum funding deficiency the following Plan year. In other words, Employer payments in excess of the negotiated contributions will create future contribution suspensions that will be taken as soon as possible as long as the minimum funding concerns outlined above are met.

- 8.3 **TERMINAL VACATION PAY:** Upon retirement no Trust Fund contributions will be required of the Employer on terminal vacation pay made to an employee at retirement. The employee’s retirement benefits will not be delayed, and he or she will receive credit for hours even though contributions are not required.
- 8.4 **PROMPT PAYMENT:** The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Fund is essential to the maintenance of the Pension Plan, and inasmuch as beneficiaries under the Plan are entitled to pension benefits for the period of time that they may have worked while covered by the Plan, even though

contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the Trust Fund and Pension Plan which would result from the failure of an individual Employer to pay such monthly contributions in full within the time above provided. Therefore, the amount of damage to the Trust Fund and Pension Plan resulting from any such failure shall be presumed to be the sum of twenty dollars (\$20) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of one hundred dollars (\$100) per delinquency, which amount shall become due and payable to the Trust Fund as liquidated damages, and not as a penalty, upon the day immediately following the date upon which the contributions became delinquent, and shall be in addition to said delinquent contribution or contributions.

- 8.5 BENEFITS:** The full schedule of pension benefits is contained in the Northern California Joint Pension Trust Fund Summary Plan Description available through the Trust Fund or Local Union offices.
- 8.7 OTHER PLANS:** Employer retains the exclusive right to alter, amend, cancel, or terminate any presently existing company-sponsored pension plan or employee retirement plan that existed before the establishment of the Trust Fund; provided, however, that the effective date of such alteration, amendment, cancellation, or termination shall not occur before the acceptance of the Plan.
- 8.8 REGULATIONS:** The Trust and the benefits to be provided from the Trust Fund and all acts pursuant to such Trust Agreement and the Plan shall conform in all respects to the requirements of the Treasury Department, Internal Revenue Service, and to any other applicable state or federal laws and regulations.
- 8.9 BUSINESS EXPENSE:** It is understood that this provision for a pension plan is being entered into upon the condition that all payments made by Employer hereunder shall be deductible in the year in which the contribution is made as business expenses under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar applicable state revenue or tax laws.
- 8.10 LIMITATION:** Employer's sole and only obligation shall be limited to the contribution requirements outlined in Section 8.2.
- 8.11 LEGISLATION:** In the event of legislation requiring the restructuring of any of the essential elements of the Plan, including, but not limited to, the benefit formula, amortization period, actuarial assumptions, vesting, or administration of the benefits, the Trustees are instructed to comply immediately with such legislation in adjusting the elements on a sound actuarial basis with no change in the existing Employer contribution rate.
- 8.12 DEFINED CONTRIBUTION PENSION PLAN:** The Trustees have established a Defined Contribution Pension Plan and Trust effective March 1, 1987, in addition to and supplemental to the pension plan described in this section. Employer defined contributions are subject to agreement between the bargaining parties. The Employer shall have no obligation to contribute to the Defined Contribution Pension Plan (Individual Account Plan), as contained in the Memorandum of Understanding attached hereto, effective October 1, 2024.
- 8.13 USE OF CONTRIBUTIONS:** Employer contributions shall be for the sole purpose of providing the pension benefits and for the administration of said program. The Trustees are not authorized to

use any of the contributions or Plan assets for benefit improvements or any other purpose except as specifically provided here in this Section.

8.14 OPERATIONAL PLAN RULES: The Trustees are instructed to follow these operational plan rules, and the Plan shall be amended as necessary to implement such rules:

8.14.1 Where an Employer is contributing at a rate that is less than the maximum allowed contribution level and later increases its contribution rate (but only up to the maximum contribution rate accepted by the Trust Fund), such increase will only increase future benefit accrual rates. Benefits accrued prior to the date that Employer increases their pension contribution rate will not be affected and will remain at the level based on the earlier Employer contribution level.

8.14.2 The Board of Trustees will instruct the co-consultants to look at situations such as, but not limited to if an Employer attempts to decrease its contribution rate after a period of contribution suspension. Such review and approval shall include a consideration of whether the contribution rate is sufficient to support the benefits promised, as well as any subsidy or equity issues, all as may be identified by the co-consultants to the Fund.

SECTION 9 - VACATION

9.1 EMPLOYEES HIRED BEFORE SEPTEMBER 1, 2006: Employees who were hired before September 1, 2006, are entitled to the following vacation schedule:

- After 1 year of service ----- 1 weeks
- After 2 years of service ----- 2 weeks
- After 5 years of service----- 3 weeks
- After 15 years of service----- 4 weeks
- After 20 years of service----- 5 weeks

9.2 EMPLOYEES HIRED ON OR AFTER SEPTEMBER 1, 2006: Employees hired after September 1, 2006, will earn vacation as follows: Employees who have been in Employer's service for one (1) year, twelve (12) consecutive months, will earn one (1) week of vacation with pay annually. Employees who have been in Employer's service for three (3) years, thirty-six (36) consecutive months, will earn two (2) weeks of vacation with pay annually. Thereafter, these employees will earn vacation with Employer in accordance with Section 9.1 above. Any employee who is discharged, laid-off, or who resigns after twelve (12) months or more of employment shall receive vacation wages prorated on the basis of the period worked at the time of said interruption or termination of employment.

9.3 VACATION SELECTION: Employer will post the available vacation dates for each classification by January 1st of each year. Selection of available vacation dates will be by seniority. The period during which vacations may be taken is between March 1st and November 1st of each calendar year, or at other times during the calendar year as Employer and the requesting employee might mutually agree. If an employee fails to exercise his or her vacation selection right by February 1st or has lost his or her prior selection by reason of less seniority, the employee may select from the remaining available periods. The selection of vacation periods must be completed by March 1st of each year. If an employee fails to select his or her vacation by March 1st, Employer will assign that employee's vacation period to him or her. In all cases, Employer will give at least ten (10) days' notice of the date of vacation to each employee.

- 9.4 NO WAIVER:** An employee may neither waive vacations nor may an employee receive pay for work performed for Employer in lieu of taking earned vacation time. Vacations may not be accumulated from year to year. Notwithstanding the foregoing, if an employee does not use all of his or her vacation allotment during the year after the anniversary date of the employment year for which the vacation was earned, Employer will pay the value of the unused weeks of vacation to the employee on the employee's next anniversary date of employment.
- 9.5 DAILY VACATION:** Employer will permit employees earning at least two (2) weeks of vacation to use one (1) week of vacation in daily increments in any combination. For example, the employee may use one (1) day of vacation five (5) times; two (2) days of vacation and then one (1) day three (3) times; etc. until the five (5) days is exhausted.
- 9.6 VACATION PAY:** Vacation pay will be paid on the paycheck following the week the vacation is taken. Any unused vacation will be paid out on the employee's anniversary date of employment.
- 9.7 VACATION PAY COMPUTATION:** For the purpose of computing vacation earnings for those employees that are eligible, two percent (2%) of the employee's W-2 earnings for the calendar year during which it was earned will be the amount paid for each week of vacation entitlement.
- 9.8 HOLIDAY DURING VACATION:** When a holiday for the which an employee is eligible falls during the employee's paid vacation, such employee will receive a personal paid day off to be taken pursuant to the provisions of Section 2, d, below, regarding the selection of personal days off or will receive an additional day's vacation with full pay.

SECTION 10 - HOLIDAYS

- 10.1 FIXED HOLIDAYS:** Employees who have completed their probationary period are entitled to the following fixed holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day.
- 10.2 FLOATING HOLIDAYS FOR EMPLOYEES HIRED BEFORE SEPTEMBER 1, 2006:** Employees who were hired before September 1, 2006, and who have completed their probationary period are entitled to three (3) floating holidays as follows: employee's birthday, employee's employment anniversary, and one personal day.
- 10.3 FLOATING HOLIDAYS FOR EMPLOYEES HIRED ON OR AFTER SEPTEMBER 1, 2006:** Employees who were hired after September 1, 2006, and who are probationary employees are entitled to paid floating holidays as follows. The employees will be entitled to the employee's birthday holiday on the employee's first birthday after completion of twelve (12) consecutive months of employment with Employer. The employee will be entitled to the employee's employment anniversary holiday and the personal holiday after thirty-six (36) consecutive months of employment with Employer.
- 10.4 NOTIFICATION REGARDING FLOATING HOLIDAYS:** Employees must notify Employer of their request to use anyone (1) of the floating holidays described, above, at least two (2) weeks before the requested dates. Employees may elect to take one (1) or two (2) days off separately or consecutively. Employee and Employer will mutually agree on the selected days. None of these holidays may be carried over from one (1) year to the next.
- 10.5 ADDITIONAL FLOATING HOLIDAYS:** Employees with at least twenty-five (25) years of cumulative service with Save Mart stores, or any subsidiaries of Save Mart stores, to receive two

(2) additional floating holidays each year. The first (1st) holiday will be earned May 1 of each year, and the second (2nd) holiday will be earned on September 1 of each year.

- 10.6 HOLIDAY STAFFING:** If Employer elects to open on a holiday, Employer will staff the stores with volunteers if practicable. The Employer will post a sign-up form in a conspicuous area at least two (2) weeks prior to fixed holidays (i.e., New Year's Day, Labor Day, Thanksgiving, or Christmas) for the purpose of soliciting volunteers to work during a holiday. If more employees volunteer than are needed, Employer will schedule by seniority. If fewer employees volunteer than are needed, Employer will schedule employees based on inverse order of seniority. Employer does not currently intend to remain open on Christmas Day or after 7 p.m. on Christmas Eve but may choose to do so in the future. If Employer does so, it will give Union at least thirty (30) days' advance notice of its intention to do so in order for Union to be prepared to answer questions from members.
- 10.7 RIGHT TO HOLIDAY PAY:** In order for an employee to be paid for a fixed holiday not worked, he or she must have completed his or her probationary period, must have worked the scheduled workday immediately before and immediately after the holiday (unless his or her absence was expressly permitted by Employer), and must have worked during the payroll period during which the holiday occurred.
- 10.8 PART-TIME HOLIDAY PAY:** Employer will pay part-time employees who are eligible and qualify for holiday pay on a fixed holiday did not work an amount based on twenty percent (20%) of the average weekly hours worked by the part-time employee during the six (6) weeks immediately preceding the holiday. Part-time employees shall be scheduled to work at least their minimum hours regardless of the hours they are paid for the holiday.
- 10.9 HOLIDAY PAY OUT:** Employer will pay an employee for all earned floating holidays not taken within a calendar year at termination of the employee's employment or at the end of each calendar year, whichever occurs first.

SECTION 11 – LEAVES OF ABSENCES

- 11.1 LEAVE OF ABSENCES:** Leaves of absence under the Collective Bargaining Agreement shall be granted as follows and in compliance with the Family Medical Leave Act, Americans with Disabilities Act, California Family Rights Act, and the California Pregnancy Act.
- 11.2 FUNERAL LEAVE:** An employee may take up to three (3) consecutive days off with pay to attend the funeral or make funeral arrangements for members of his or her immediate family. Bereavement pay is calculated based on the employee's base pay rate at the time of absence, includes no special forms of compensation such as incentives, commissions, bonuses, or shift differentials, and, in the case of part-time employees, is based on twenty percent (20%) of the weekly average hours worked for the six (6) weeks immediately preceding the absence. Employer may require appropriate supporting evidence of the funeral. For purposes of this paragraph, immediate family is defined as spouse, mother, father, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, stepmother, stepfather, stepson, or stepdaughter and registered domestic partner.
- 11.3 JURY DUTY:** An employee will tell Employer as soon as the employee knows that he or she is being called for jury duty. Employer will change the schedule of an employee on jury duty so that his or her shift begins at the time of reporting for such jury duty. Employer will reschedule an employee regularly scheduled for night work to a day shift for the period of jury duty service.

To the extent that it is within Employer's reasonable control, the rescheduled work shift, when combined with time spent for jury service, is not to exceed a total of eight (8) hours in a day. Employer agrees that time spent in awaiting impaneling for jury service is to be considered covered time under this provision. Employer will pay employees their regular straight-time hourly rate of pay during such jury duty, less jury pay received. An employee who has jury duty will give Employer verification of his or her time spent, and the fees paid to him or her. If Employer is unable to limit the daily number of hours to eight (8), the overtime rate of time and one-half (1½) times the applicable straight-time hourly rate of pay will apply for all time in excess of the combined total of eight (8) hours. An employee will immediately report for work after being excused from jury duty service, provided there is sufficient time remaining on the daily work schedule to work for at least two (2) hours of the daily shift. An employee's failure to so report will render null and void any claim for jury service for that day.

- 11.4 COURT OR POLICE APPEARANCE:** If an employee appears in court, at the police department, or other venue to testify for Employer on his or her days off, the employee will receive his or her basic straight-time rate of pay for the time spent in making such appearance, but such time shall not be considered as part of the work week under the terms of this Agreement.
- 11.5 PERSONAL LEAVES:** Without loss of seniority, Employer will grant personal leaves of absence of up to thirty (30) days for compelling reasons provided the employee has worked for Employer for at least twelve (12) months at the time the request is made. One (1) requested personal leave within a rolling twelve (12) month period. The employee and his or her immediate supervisor will agree on the need for such leave and its terms. Employer will grant such leaves in writing.
- 11.6 INDUSTRIAL INJURY:** An employee incurring an industrial injury will be granted leave as provided by applicable state and/or federal law.
- 11.7 NON-INDUSTRIAL INJURY:** Employees who exceed two (2) consecutive weeks of absence due to non-industrial illness or injury will be administratively terminated, if said absence occurs within their first (1st) year of employment. A four (4) months' leave will be granted in the first (1st) year of employment for disability due to pregnancy, which will run concurrently with any local, state, or federal leave that might be available for the same. After one (1) year of employment, a non-industrial illness or injury leave may be granted up to twelve (12) months within a rolling twelve (12) month period, at the end of which the employee will be administratively terminated. If an employee returns to work before the end of the twelve (12) month period but leaves again within sixty (60) days for the same illness or injury or one stemming from it or associated with it, such injury or illness will be considered the same as the first and counted toward the maximum twelve (12) month absence. In order to qualify for a non-industrial leave, Employer requires medical documentation that substantiates the inability to perform normal duties without restrictions. Employer reserves the right to require that non-industrial leaves be evaluated by a doctor selected by Employer, at Employer's expense, to evaluate the employee's medical condition in relation to performing their normal duties with or without restrictions.

SECTION 12 – EMPLOYMENT ADMINISTRATION

- 12.1 NON-DISCRIMINATION:** Neither Employer nor Union shall discriminate against any person in regard to hire, tenure of employment, or job status because of race, creed, religion, color, sex, pregnancy, national origin, ancestry, citizenship, marital status, nor shall age, physical or mental disability, protected medical condition, genetic information, veteran status, sexual orientation gender, gender identity or expression, transgender status, political affiliation, religious affiliation, or traits historically associated with race, such as hair styles, or any other trait protected by law,

nor shall these protected characteristics under any circumstances be a basis for rejection or termination of an otherwise qualified employee.

Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or social security number.

12.2 MILITARY SERVICE: The Employer agrees to comply with the terms of the Universal Military Training and Service Act, The Uniformed Services Employment and Reemployment Rights Act, and California state military leave laws with reference to all provisions providing for the reemployment of persons entering Military Service. These provisions shall be deemed a contractual obligation under the terms of the Collective Bargaining Agreement.

12.3 WORK RULES: Employer has established work rules for the operation of its FoodMaxx retail stores. Employer has provided each of its employees and Union with a copy of these rules. From time to time, Employer may add to, eliminate from, or otherwise modify these rules. When Employer does so, Employer will notify all employees of the change and make a copy of the change available to all employees at the store. Additionally, either before any change is implemented or within ten (10) days after the implementation, Employer will notify Union of the change. When a change to the working rules is made, Union and Employer agree that it is the responsibility of each employee to familiarize himself or herself with the change. Employer agrees that its working rules will be reasonable and will not conflict with the terms of this Agreement. Furthermore, Employer agrees it will make its work rules available in Spanish on an as needed basis.

SECTION 13 – SENIORITY

13.1 BASIC DETERMINATION: Seniority will apply, by classification, in the bargaining unit covered by this Agreement and will be based on the employee's original date of hire (or re-employment if a break in service has occurred) by Employer. For persons employed on the same date, the highest of the last four (4) social security digits will decide priority. Seniority rights will not commence until after an employee has completed a probationary period of sixty (60) calendar days, after which time he or she will become a regular employee of Employer.

13.2 SENIORITY LISTS: Employer agrees to give Union a seniority list of employees semiannually on January 1st and July 1st of each year. The list will show employees by seniority, listing the employee's date of hire, name, social security number, work location, classification, current rate of pay, and part-time or full-time status. Two (2) lists shall be provided the Union of which one will be by alphabetical last name and by individual store in each geographical area of the Union.

13.3 SCHEDULING: If a full-time employee tells Employer of his or her desire for schedule changes, Employer will take into consideration seniority, by classification, when making schedule assignments, so long as the efficiency of the operation is not impaired. Employer will take into consideration length of service in scheduling part-time employees, with the most senior employees assigned to schedules with the most hours, so long as the efficiency of the business is not impaired.

13.4 PROMOTIONS: Employer will post job openings for positions above Clerk's Helpers (clean-up) in its store or stores within Union's geographical seniority area for a period of seven (7) calendar days. In filling these openings, seniority will prevail, provided the employee has the qualifications necessary to do the job. Qualifications will include such factors as experience, job performance, aptitude, attendance, etc. When merit and ability are approximately equal, seniority controls in

making the selection for the opening. Any successful candidate for a promotion who voluntarily declines the promotion will be ineligible for any subsequent promotional bid for a period of six (6) months.

Employer agrees to provide Union with a list of employees who have been promoted to positions above Clerk's Helper positions on a quarterly basis.

An employee selected for a promotion will serve a thirty (30) working day probationary period. During the thirty (30) day probationary period, Employer may disqualify the employee from the position for which he or she was selected if the employee fails to perform adequately the duties of the position for which he or she was selected, or the employee may decide to reject the position for any reason. If there is a dispute over a disqualification, the dispute may be submitted to the grievance/arbitration procedure specified in Section 15 of this Agreement. If the employee is disqualified from or rejects the position, she or he may return to her or his former classification at her or his former rate of pay with no loss of seniority. Furthermore, any discipline for failure to perform work as required that was received during the probationary period would be rescinded. Following the disqualification or rejection, the employee may not bid for the same position for a period of six (6) months following the date of disqualification.

13.5 GEOGRAPHICAL TRANSFER: When Employer transfers an employee from another area into Union's jurisdiction under this Agreement, the transferred employee will retain all seniority rights, but will not be entitled to exercise such rights with respect to layoff, recall, or promotion until the expiration of six (6) months after the date of transfer, at which time his or her seniority will be based upon the first (1st) day of employment by Employer, regardless of area. During such period of six (6) months, however, the transferred employee will accrue seniority rights in the new area from the date of transfer and will retain all seniority rights with respect to layoff, recall, and promotion in the area from which he was transferred. No employee is required to accept a permanent transfer outside Union's jurisdiction unless approved by the employee.

13.6 LAYOFF AND RECALL: Seniority will prevail in the selection of employees who must be subject to layoff and will be eligible for recall.

13.6.1 LAYOFF: If there is a layoff, the following procedures will be implemented:

- (1) After all part-time hours in a classification that may be reduced to the minimum weekly guarantee, taking into consideration the needs of the business and the desire of employees for certain hours, have been reduced, the least senior full-time employee(s) (clean-up because the separate classifications for part-time and full-time no longer exist, one classification-Multi-Purpose Clerk) may bump the least senior full-time employee(s) working in the same classification within the Union's geographical jurisdiction as contained in Section 1.3, except that the 2nd person in Meat and Produce and the Night Crew Chief may not be bumped. The bumped full-time employee will then be reduced to a temporary part-time position.
- (2) If the affected full-time employee elects not to bump (or is) the least senior full-time employee in his or her classification, he or she, shall be reduced to a temporary part-time position in his or her store (clean-up since there is no longer a separate classification as Senior Food Clerk full-time). Part-time employees may not be scheduled hours above the minimum while full-time employees are temporarily reduced to part-time unless unforeseen business needs arise, such as night crew shifts that cannot be filled otherwise. This will be based on his or her seniority and hours available for which he or

she is qualified to work. (clean-up since there is no longer a separate classification as Senior Food Clerk full-time).

- (3) The least senior part-time employee(s) being laid off in the store may displace the least senior part-time employee in the same classification in the same manner as set forth in Section 13.6.1 (1), above.
- (4) It is understood that in a layoff situation Employer, at its discretion, may layoff full time Senior Food Clerks according to the procedure set forth in a. ii, above, for the purpose of maintaining the thirty percent (30%) ratio of full-time employees described in Section 4.5 above.
- (5) Employer will not promote any employee, or hire any new employee, into a classification in which current employees are in layoff status (by which is meant either not working or taking a step down into a lower classification as described in Section 13.6.1 (2), above) until those employees have been recalled or terminated as provided in Section 13.7, below.
- (6) It is understood that a full-time employee accepting a part-time position will be put on the top of the part-time schedule until they are restored to full-time status as provided in Section 4.5.
- (7) An employee that has been laid off for a period of twelve (12) continuous months will be administratively terminated.

13.7 RECALL: The layoff procedure set forth above is to operate in reverse in recall situations, with the person(s) laid off or reduced in hours being able to reclaim his or her (or their) former position(s) by classification by seniority as it becomes (or they become) available. When an opportunity for reinstatement occurs, the employee shall present himself or herself within ninety-six (96) hours, excluding Sunday, from the postmarked date of a certified or registered letter to the employee's last known address. Such letter shall state that failure of such employee to present himself or herself within the ninety-six (96) hour period shall result in termination. Any employee that fails to present himself or herself within ninety-six (96) hours from the postmarked date of such letter will be administratively terminated. A copy of said letter will be sent to Union.

SECTION 14 – WORK PERFORMANCE AND DISCIPLINE

- 14.1** If an employee's performance, conduct, or attitude does not meet Employer's standards or if an employee violates Employer's policies and procedures, Employer will take appropriate disciplinary steps.
- 14.2 PROGRESSIVE DISCIPLINE:** Except as otherwise permitted, Employer agrees to use progressive discipline as described in the section.
 - 14.2.1 COUNSELING:** Employer will orally counsel an employee in certain situations in an attempt to correct a deficiency or deficiencies or to obtain compliance with Employer's policies and procedures. In doing this, Employer will make clear to the employee the steps that must be taken to correct such deficiency or deficiencies or to become compliant.
 - 14.2.2 WRITTEN WARNINGS:** In situations in which counseling is inappropriate or has already been tried, Employer will give a written warning to serve formal notice to an employee that

the employee must immediately correct a deficiency or deficiencies in work performance or noncompliance with certain Company policies and procedures. Again, Employer will explain to the employee what steps must be taken to correct such deficiency or deficiencies or to become compliant. Employer will file a copy of a written warning in the employee's personnel file and send a copy to the Union through electronic mail. A written warning will become null and void six (6) months after it is issued unless the parties agree otherwise.

14.2.3 SUSPENSION: If Employer believes counseling or a written warning, or both, would be ineffective because of the seriousness or egregiousness of a situation or if either or both have been tried and failed to obtain the desired correction, Employer may suspend an employee, which is time off without pay, in order to call more forcefully an employee's attention to a deficiency or to a matter of noncompliance. Employer will issue a written warning indicating the reason for suspension and the number of days the employee is suspended or issued an in lieu of suspension warning.

14.2.4 INVESTIGATIVE INTERVIEWS: Should an employee be notified by a representative of management that he will be subject to an investigative interview, which may lead to the employee being disciplined, the Company will advise the employee that he has the right to Union representation.

14.2.5 TERMINATIONS: Employer will immediately terminate employees who fail to respond to the progressive steps of discipline, or who are involved in circumstances of such seriousness that neither counseling nor warnings nor suspension are appropriate.

14.3 IMMEDIATE DISCIPLINE; TESTING FOR ALCOHOL AND DRUGS

14.3.1 SUSPENSION AND TERMINATION: Employer retains the right to suspend or terminate, or both, any employee for violating Employer's reasonable rules, which must be provided to each employee and Union as previously mentioned in Section 12.3, above, without the need to counsel the employee or issue a written warning. Similarly, without the need for counseling or issuing a written warning, Employer may suspend or terminate, or both, an employee for just cause. Just cause includes, but is not limited to, dishonesty, theft, and use of or being under the influence of alcohol or unlawful narcotics while at work or on the premises.

14.3.2 TESTING: Employer retains the right to conduct testing for alcohol and narcotics use if probable cause exists to believe that an employee is under the influence of such substance during working hours. Union agrees that such testing may be conducted if Employer has a reasonable suspicion of someone being under the influence. Union and Employer have agreed on the procedures for such testing and embodied them in the *Food Maxx Reasonable Suspicion Drug Policy* attached to this Agreement.

14.4 UNION ACTIVITY AND REFUSAL TO PURCHASE SECURITIES: Employer shall not terminate or discriminate against any employee for upholding Union principles, for serving on a committee of Union, or any organization affiliated therewith, or for refusing to purchase stocks, bonds, securities, or any interest in Employer's business.

SECTION 15 – GRIEVANCE PROCEDURES

- 15.1 INFORMAL RESOLUTION:** An employee may, and is encouraged to, contact Employer's store manager, assistant store manager, or department manager in an attempt to resolve a problem informally, requesting the assistance of his Union Representative if he so desires. If, after discussing the grievance with the department manager, the grievance is not resolved to the satisfaction of the employee, he may then discuss the grievance with Employer's store manager, notifying Union if he so desires.
- 15.2 FORMAL GRIEVANCE:** If an employee feels he has been unjustly suspended or terminated or feels he has received unjust treatment regarding the terms and conditions of employment as set forth herein, and he chooses not to use the informal resolution process or is dissatisfied with the outcome in doing so, he is encouraged to file a grievance with Union. To the extent permissible under the law, this procedure is the exclusive remedy for any claim arising out of, or concerning, the employee's employment or termination. The formal procedure to lodge a grievance is this:
- 15.2.1 STEP 1:** Within ten (10) business days of the incident giving rise to the grievance, the employee notifies Union of his grievance and Union submits the grievance in writing, or through electronic mail, to Employer's store manager. Union and Employer will arrange a meeting, either in person or telephonically, of Employer's store manager, the employee, and his Union Representative in an attempt to resolve the grievance.
- 15.2.2 STEP 2:** If Step 1 yields no resolution of the grievance, either party, at that time, will refer the grievance in writing, or through electronic mail, to the next scheduled Adjustment Board pursuant to the provisions of Section 15.3, below. If not so referred, the grievance will be considered withdrawn.
- 15.3 ADJUSTMENT BOARD:** Either party may refer both disciplinary (a disciplinary grievance is defined as a dispute regarding a suspension, demotion, or termination) and non-disciplinary grievances to the Union/Employer Adjustment Board. The Union/Employer Adjustment Board will define the issue or issues in question and attempt to resolve it or them. The referring party will give written notice as follows: if to Employer, its Director of Employee and Labor Relations; if to Union, its Secretary-Treasurer. If the parties are unable to resolve the grievance at the Adjustment Board and deadlock the matter, either party may refer it, within ten (10) business days of the deadlock, to an arbitrator as described in the next section. If not so referred, the matter will be considered withdrawn.
- 15.4 ARBITRATION:**
- 15.4.1 PROCEDURE:** The bargaining parties will first attempt to select an Arbitrator by mutual agreement. Should the parties be unable to mutually agree on an Arbitrator then they shall request a panel of Arbitrators from the United States Federal Mediation and Conciliation Service (FMCS) and shall select an Arbitrator by the strike-off-method using seven (7) Arbitrators provided by the FMCS. The Arbitrator will provide dates for consideration that are within ninety (90) days of the request. If the Arbitrator is unable to do so, then the next Arbitrator will be selected for the date until a date is secured within ninety (90) days of the

request. Details of this process (such as scheduling, timetable, cost-sharing, etc.) are to be decided by the parties on a case-by-case basis. (Panel no longer exists, suggested language in red font as replacement).

15.4.2 DISCIPLINARY ARBITRATIONS: Disciplinary arbitrations (meaning a matter concerning a suspension, demotion, or termination) will be heard without the use of a court reporter or briefs. (Nothing set forth in this section prohibits or is meant to prohibit either party from arranging to have a court reporter present to make a transcript of the proceeding at such party's sole cost and expense. If a party does so and the other party then requests a transcript, the other party may obtain a transcript only if it shares equally the cost of the reporter.) The parties will present their evidence and witnesses and argue orally. At the conclusion of the arbitration hearing but before issuance of the bench decision, Union and Employer will meet and in good faith attempt to resolve the grievance. If the parties are unable to settle the grievance, the arbitrator will announce his/her bench decision, reducing such decision to writing within fourteen (14) business days of making it. The parties may mutually agree to waive or modify any or all of the provisions of this expedited procedure.

15.5 WAGE CLAIM: Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than ninety-one (91) days immediately before the date of Employer's receipt of written notice of such claim. The ninety-one (91) day period will not apply in cases whereby employees did not receive appropriate wage increases resulting from employer mistakes or errors.

SECTION 16 – TOOLS AND TRAINING

16.1 TOOLS AND EQUIPMENT

16.1.1 SPECIAL WEAR: Employer shall provide rain jackets. Employees required to work in refrigerated rooms shall be permitted to wear slacks, sweaters, or other suitable clothing to protect them adequately from cold and dampness while working in such rooms.

16.1.2 TOOLS AND EQUIPMENT: Employer will furnish all of the required equipment and tools necessary for employment and will only refurbish them for reasonable wear and tear, without cost to the employee. Meat cutting tools are excluded and are the sole responsibility of employees in the Meat Department.

16.1.3 HAZARD CLEAN-UP: Employees who are required to clean-up substances that may contain blood borne pathogens will be given training in infectious disease control and be provided the appropriate injury preventative equipment.

16.1.4 PROTECTIVE CLOTHING: Employees required to work in refrigerated rooms shall be permitted to wear suitable clothing to protect them adequately from cold and dampness while working in such rooms.

16.2 MEAT APPRENTICESHIP PROGRAM: A joint committee of representatives from Employer and Union will develop the procedures, guidelines, and standards for a meat apprenticeship program. On-the-job training of apprentices shall be in accordance with the California

Apprenticeship Law (Shelly-Maloney Apprentice Labor Standards Act of 1939) as set forth in the California Labor Code.

SECTION 17 – STRIKES AND LOCKOUTS

- 17.1 NO STRIKE OR LOCKOUT:** During the life of this Agreement, the parties agree that there will be no strike, slowdowns, and stoppages of work, picketing, boycotts, or lockouts for any cause whatsoever. This prohibition will not, however, be binding upon either party in the event that Employer or Union refuses or fails to abide by a decision of an Adjustment Board or an arbitrator that has been finally confirmed by a court of competent jurisdiction.
- 17.2 ENFORCEABILITY; SYMPATHY STRIKES; TERMINATION:** The foregoing agreements of no strike, no lockout, and the like are enforceable irrespective of whether there exists an underlying dispute, if any, which may be processed through the grievance procedure set forth in Section 15 of the Agreement. The no strike pledge also prohibits alleged sympathy strikes. Both Employer and Union agree that it shall not be cause for termination or any form of disciplinary action if an employee refuses or declines to refuse to go through or work behind any lawful, sanctioned, established primary picket line existing at the stores covered by this Agreement, including Union's lawful, sanctioned, primary picket line.

SECTION 18 – SEVERABILITY

In the event any Federal, State, or Local law or regulations or governmental order, or the final decision of any court or board of competent jurisdiction specifically affects any one (1) or more provisions of this contract, the provision or provisions so affected shall be renegotiated to comply with the requirements of such law, regulation, governmental order, or decision for the localities within the jurisdiction; otherwise, the contract shall continue in full force and effect. The parties will promptly enter into negotiations concerning the substance thereof.

SECTION 19 - WAIVER OF LAWS

- 19.1 OAKLAND CA MUNICIPAL CODE:** The Oakland Paid Sick Leave Law, Oakland Municipal Code Section 5.92.030, is hereby expressly waived.

SECTION 20 - NO REOPENING DURING CONTRACT TERM

Employer and Union hereby acknowledge that during the negotiations which resulted in this Agreement, each party had unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining. This Agreement constitutes the entire agreement of the parties and concludes collective bargaining for its term unless specifically provided for elsewhere herein. The parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right to require the other to bargain collectively with respect to any subject or item not specifically referred to or covered by this Agreement. Notwithstanding the foregoing, Union and Employer may, by mutual agreement, agree to discuss any term or condition of this Agreement and delete, change, or modify it. Union and Employer doing so will not, however, constitute their reopening for bargaining all of the terms and conditions of this Agreement or any term or condition they have not specifically agreed to discuss.


SECTION 21 - CONTRACT TERM

This Agreement will be considered effective from May 6, 2022 through October 7, 2024 except as it may be extended as explained in this paragraph. The expiration of the term of this Agreement will not be co-terminus with the expiration date of Employer's collective bargaining agreement with Union for its conventional stores. Thus, the expiration date of this Agreement will be extended automatically if Employer is operating under an extension of its collective bargaining agreement for its conventional stores. This extension will continue through the ninetieth (90th) day after a new agreement for Employer's conventional stores is ratified and effective. Additionally, this Agreement will continue from year to year unless either Union or Employer gives written notice to the other of a desire to alter, modify, or terminate this Agreement, which notice must be given at least sixty (60) days before the expiration date hereof. If neither Union nor Employer gives such notice, each will be considered to have renewed this Agreement as is for the next contract year.

In witness hereof, the parties have executed this Agreement as of the date beneath their signatures.

FOR THE EMPLOYER:


THE SAVE MART COMPANIES, dba FOODMAXX,



Kevin Sears **May 19, 2023**
Date

FOR THE UNION:

UFCW LOCAL 5,



John Nunes **5/30/2023**
Date

WAGE RATES/BONUS

1. Ratification bonus of \$1000.00 for full-time employees not in the progression steps, \$750 for part-time employees not in the progression steps, \$500 for employees in the progression steps and \$250 for Service Specialists with one or more years of service. payable within thirty (30) days of ratification. Employees on a leave of absence will be paid within two (2) weeks of returning to work.
2. Above-scale employees will receive the same contractual increases within their respective classification.
3. The following wage rates new progression step hours are effective from May 8, 2022 through the October 7, 2024 Agreement:
 - a. Wage increases for all Experienced MPC's and above, excluding Key Carriers; \$1.00 effective 5/2/22; \$1.00 effective 7/4/23; \$1.00 effective 7/1/24, and \$.050 effective 9/1/24 except E-Commerce Clerks and Clerk's Helpers.
 - b. Wage increases for Experienced Key Carriers will receive \$1.00 effective 5/2/22; \$1.00 an hour bonus based all hours worked in the 52 week period prior to 7/1/23, effective 7/4/23; \$1.00 and; \$0.050 effective 9/1/24.
 - c. Eliminate 2080 hours in the MPC classification with the first step wage rate commencing at \$15.75. Total progression hours to be 6760 within the classification.
 - d. Reduce the first two (2) Meat Cutter progression steps to 520 hours and increase the final progression step (6) to 1560.
4. Effective January 1, 2023: If a municipal minimum wage ordinance increases an employee's wage above their current progression step the employee will adopt the new municipal minimum wage and be required to work 1040 hours prior to advancing to the next progression step.
5. An employee advanced to a higher wage resulting from a municipal wage increase will continue to work through the remaining progression steps but must work a minimum of 5200 hours prior to reaching the Experienced wage rate. This may result in additional work hours added in the final progression step.
6. The Employer will maintain wage rates \$0.20 (Service Specialists) and \$0.25 (MPC) above the California minimum wage.
7. At the Employer's discretion, should a municipal minimum wage increase adversely affect an adjacent store not subject to the increase, the Employer may match the municipal wage increase for the adjacent store. The employer shall notify the Union in advance of any such action.
- * Sonoma County's wage rates are \$0.30 less than the wage rates cited in these wage charts.

**WAGE RATES
MULTI-PURPOSE CLERKS**

DESCRIPTION	Prior to 5/2/22		Effective 5/2/22 \$1.00	Effective 7/1/23 \$1.00	Effective 7/4/24 \$1.00	Effective 9/1/24 \$.50
EXPERIENCED	\$21.50		\$22.50	\$23.50	\$24.50	\$25.00
MULTI-PURPOSE CLERK PROGRESSION STEPS						
STEP HOURS REQUIRED PRIOR TO 5/2/22		PROGRESSION STEP HOURS REQUIRED EFFECTIVE 5/2/22				
10 th 8321-9880 (1560)	18.80	7 th 5201-6760 (1560)	18.80	18.80	19.35	19.35
9 th 6761-8320 (1560)	17.80	6 th 3641-5200 (1560)	17.80	17.80	18.30	18.30
8 th 5201-6760 (1560)	17.25	5 th 2601-3640 (1040)	17.25	17.25	17.75	17.75
7 th 4161-5200 (1040)	16.75	4 th 1561-2600 (1040)	16.75	16.75	16.75	16.75
6 th 3121-4160 (1040)		3 rd 1041-1560 (520)	16.50	16.50	16.50	16.50
5 th 2081-3120 (1040)	16.25	2 nd 521-1040 (520)	16.25	16.25	16.25	16.25
4 th 1561-2080 (1040)		1 st 0-520 (520)	15.75	15.75	15.75	15.75
3 rd 1041-1560 (520)	15.50					
2 nd 521-1040 (520)	14.75					
1 st 0-520 (520)	14.50					
Clerks Helpers	15.20		15.20*	15.70	15.70	15.70
* Clerks Helpers to increase to \$15.70 on January 1, 2023 resulting from California Minimum Wage.						

WAGE RATES - KEY CARRIERS

CLASSIFICATION	Prior to 5/2/22		Effective 5/2/22 \$1.00	Effective 7/1/23 \$1.00	Effective 7/4/24 \$1.00	Effective 9/9/24 \$.50
Produce 2 nd Person	\$22.50		\$23.50	\$24.50	\$25.50	\$26.00
Night Crew Chief	\$22.50		\$23.50	\$24.50	\$25.50	\$26.00
Experienced MPC	\$23.00		\$24.00	\$24.00	\$25.00	\$25.50
Key Carrier Progression Steps						
STEP HOURS REQUIRED PRIOR TO 05/2/22			PROGRESSION STEP HOURS REQUIRED EFFECTIVE 05/2/22			
8 th 7801 - 9360 (1560)	\$20.30	5201 - 6760 (1560)	\$20.30	\$20.30	\$20.30	\$20.30
7 th 6241 - 7800 (1560)	\$19.30	4161 - 5200 (1040)	\$19.30	\$19.30	\$19.30	\$19.30
6 th 4681 - 6240 (1560)	\$18.75	3121 - 4160 (1040)	\$18.30	\$18.30	\$18.75	\$18.75
5 th 3641 - 4680 (1040)	\$18.25	2081 - 3120 (1040)	\$17.75	\$17.75	\$18.25	\$18.25
4 th 2601 - 3640 (1040)	\$17.75	1041 - 2080 (1040)	\$17.25	\$17.25	\$17.25	\$17.25
3 rd 1561 - 2600 (1040)	\$17.00	0 - 1040 (1040)	\$16.25	\$16.25	\$16.25	\$16.25
2 nd 521 - 1560 (1040)	\$16.25	* Bonus in lieu of a wage increase for Experienced Key Carriers in 2023 to be calculated at \$1.00 per hour on the total hours worked in the previous fifty-two (52) week period from the payroll period after ratification.				
1 st 0 - 520 (520)	\$16.00					

Previously worked hours shall be credited for purposes of advancement in new wage progressions.

All references to Key Carrier Premium to be deleted and transition all Key Carriers to wage chart.

Key Carrier Notes for those in Training

- Anyone below \$16.25 moves to \$16.25 rates included are \$15.50 and \$15.75 and \$16.00
- Rates \$16.50 , \$16.75, and \$17.00 move to \$17.25

Key Carrier Full rate transition

- Anyone below \$16.25 will move to \$16.25
- Anyone at or below \$17.25 will move to \$17.25 includes \$16.75 and \$17.00
- \$17.50 moves to \$17.75
- \$18.25 moves to \$18.30
- \$19.30 stays at \$19.30 and \$18.75 moves to \$19.30
- \$20.30 stays at \$20.

WAGE RATES – MEAT CUTTERS

CLASSIFICATION	Prior to 5/2/22	Effective 05/2/22 \$1.00	Effective 7/1/23 \$1.00	Effective 7/4/24 \$1.00	Effective 9/9/24 \$.50
Journey Meat Cutter - 2 nd Person	\$24.75	\$25.75	\$26.75	\$27.75	\$28.25
Journey Meat Cutter	\$24.25	\$25.25	\$26.25	\$27.25	\$27.75
Meat Cutter Apprentice Steps					
6 th 4161 - 5720 (1560)	\$19.50	\$20.25	\$20.25	\$21.00	\$21.00
5 th 3121 - 4160 (1040)	\$18.50	\$19.30	\$19.30	\$19.30	\$19.30
4 th 2081 - 3120 (1040)	\$17.50	\$18.60	\$18.60	\$18.60	\$18.60
3 rd 1041 - 2080 (1040)	\$17.00	\$18.40	\$18.40	\$18.40	\$18.40
2 nd 521 - 1040 (520)	\$16.50	\$18.10	\$18.10	\$18.10	\$18.10
1 st 0 - 520 (520)	\$16.00	\$17.60	\$17.60	\$17.60	\$17.60

Meat Cutter Transistion

- Current Steps 1-3 \$16.00 and \$16.50 move to \$17.60
- \$17.00 moves to \$18.40
- \$17.50 moves to \$18.60
- \$18.50 moves to \$19.30
- \$19.50 moves to \$20.25

E-COMMERCE WAGE RATES

DESCRIPTION	Effective 05/2/22 \$1.00	Effective 7/1/23 \$1.00	Effective 7/4/24 \$1.00	Effective 9/9/24 \$.50
EXPERIENCED	\$17.80	\$18.45	\$18.80	\$18.80
E-COMMERCE PROGRESSION STEPS				
4th 3121-4160 (1040)	\$17.75	\$17.75	\$17.75	\$17.75
3rd 2081-3120 (1040)	\$16.50	\$16.50	\$16.50	\$16.50
2nd 1041-2080 (1040)	\$17.00	\$17.00	\$17.00	\$17.00
1st 0-1040 (1040)	\$16.75	\$16.75	\$16.75	\$16.75

MEMORANDUM OF UNDERSTANDING
BETEEN
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 5
AND
THE SAVE MART COMPANIES
(dba, FOODMAXX)
REGARDING SPECIAL PROJECT UNION REPRESENTATIVE

THIS AGREEMENT is entered into by and between **UFCW LOCAL 5**, hereinafter referred to as the Union, and **THE SAVE MART COMPANIES, dba FOOD MAXX**, hereinafter referred to as the Employer.

SPECIAL PROJECT UNION REPRESENTATIVE (SPUR): The Union may select any employee(s) to be a SPUR. By mutual agreement, the selected employee(s) may serve as a SPUR for an initial period of up to three (3) months. Such leaves shall be requested and granted in writing. In the event the employee wishes to return to work prior to the scheduled end of the leave, the employer will be provided with at least two (2) weeks prior written notice. During the service period as a SPUR, the employee(s) will be considered to be on an approved SPUR leave. SPUR leave cannot be used in conjunction with other leaves of absence. After the service period ends, the employee(s) will be returned to his or her job or a comparable position with no loss of seniority. He or she will not, however, be credited any hours with the Employer toward advancement in the wage scale. He or she will be returned to the same wage as he or she made before becoming a SPUR and will be entitled to whatever benefits may be due under the terms of the documents and rules governing the applicable health and welfare and pension trusts.


All wages, benefits and the like during the service period will be the responsibility and sole obligation of the Union. The Employer will have no obligation for wages, benefits or the like during the service period. Additionally, the Union will provide workers compensation coverage for the SPUR and comply with all Federal, State and Local laws applicable to the employment of the SPUR.

The period of service of the SPUR may be renewed by mutual agreement for additional periods of three (3) months up to an aggregate service period of twelve (12) months. The employer will be provided with at least two (2) weeks prior written notice of the desire to renew the SPUR.

During their period of SPUR service, the employee selected as a SPUR, shall not participate in any Union activities targeted at the Employer, nor represent themselves as an employee or representative of the Employer in printed or broadcast form.

FOR THE EMPLOYER:


THE SAVE MART COMPANIES,



Kevin Sears May 19, 2023
Date

FOR THE UNION:

UFCW 5,

 5/30/2023

John Nunes Date

MEMORANDUM OF UNDERSTANDING
BETEEN
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 5
AND
THE SAVE MART COMPANIES
(dba, FOODMAXX)
INDIVIDUAL ACCOUNT PLAN


THIS AGREEMENT is entered into by and between **UFCW LOCAL 5**, hereinafter referred to as the Union, and **THE SAVE MART COMPANIES, dba FOOD MAXX**, hereinafter referred to as the Employer.

The Trustees established a Defined Contribution Pension Plan and Trust effective March 1, 1987, in addition to and supplemental to the Pension Plan described in the Collective Bargaining Agreement between the parties.

Starting January 1, 2020, the Employer shall begin or resume contributions to the Defined Contribution Pension Plan at a rate of \$.05 per hour for the first year of active participation and \$.10 per hour thereafter with the exception of Courtesy Clerks who qualify for participation after twelve (12) months of employment.


Effective August 1, 2021 contributions will increase to \$.10 per hour for the first year of active participation and \$.20 per hour thereafter on all employees with the exception of Courtesy Clerks who qualify for participation after twelve (12) months of employment.

FOR THE EMPLOYER:
THE SAVE MART COMPANIES,



Kevin Sears May 19, 2023
Date

FOR THE UNION:
UFCW 5,



John Nunes 5/30/2023
Date


**LETTER OF AGREEMENT
BETWEEN
THE SAVE MART COMAPANIES
(dba, FOODMAXX)
AND
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 5
ERROR AND OMISSIONS**

THIS AGREEMENT is entered into by and between **UFCW LOCAL 5**, hereinafter referred to as the Union, and **THE SAVE MART COMPANIES, dba FOOD MAXX**, hereinafter referred to as the Employer.

The parties agree that during the construction of the current Collective Bargaining Agreement that there may have been inadvertent omissions, deletions, or other unintended consequences. The parties agree in the event of an error or admission the parties will refer to the signed Memorandum of Agreement and will meet and attempt to resolve any such issue as it may arise.

FOR THE EMPLOYER:


THE SAVE MART COMPANIES,



Kevin Sears May 19, 2023
Date

FOR THE UNION:

UFCW LOCAL 5,

 5/30/2023

John Nunes Date

**LETTER OF AGREEMENT
BETWEEN
THE SAVE MART COMAPANIES
(dba, FOODMAXX)
AND
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 5**

VARIABLE ANNUITY DEFINED BENEFIT PENSION


THIS AGREEMENT is entered into by and between **UFCW LOCAL 5**, hereinafter referred to as the Union, and **THE SAVE MART COMPANIES, dba FOOD MAXX**, hereinafter referred to as the Employer.

In order to fortify retirement security, the Trustees shall evaluate the existing retirement funds and establish a new retiree benefit for participants entitled the Lifetime Income Security Accrual Fund (LISA).

The LISA retirement benefit shall be designed as a variable defined benefit, hybrid pension or other annualized retirement benefit plan with an effective date of January 1, 2024.


The contributing employers, plan design, hourly contribution, and initial date of contributions to the Fund shall be determined by the trustees based on the status of the funding of the current joint pension and individual account retirement funds and finalized by October 1, 2023.

**FOR THE EMPLOYER:
THE SAVE MART COMPANIES,**



Kevin Sears May 19, 2023
Date

**FOR THE UNION:
UFCW 5,**



John Nunes 5/30/2023
Date


**LETTER OF AGREEMENT
BETWEEN
THE SAVE MART COMAPANIES
(dba, FOODMAXX)
AND
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 5**

OVERTIME AND PREMIUM WAGE RATES UNDER COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is entered into by and between **UFCW LOCAL 5**, hereinafter referred to as the Union, and **THE SAVE MART COMPANIES, dba FOOD MAXX**, hereinafter referred to as the Employer.

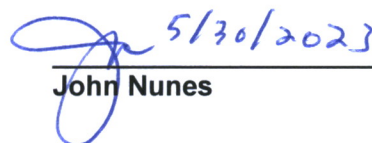
All hours worked over eight (8) in a day or forty (40) in a week are paid in compliance with California law at one and one half times (1½) times the regular rate of pay.

**FOR THE EMPLOYER:
THE SAVE MART COMPANIES,**



Kevin Sears May 19, 2023
Date

**FOR THE UNION:
UFCW 5,**




John Nunes 5/30/2023
Date

**LETTER OF AGREEMENT
BETWEEN
THE SAVE MART COMAPANIES
(dba, FOODMAXX)
AND
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 5
EMPLOYEE STORE PURCHASE DISCOUNT**

THIS AGREEMENT is entered into by and between **UFCW LOCAL 5**, hereinafter referred to as the Union, and **THE SAVE MART COMPANIES, dba FOOD MAXX**, hereinafter referred to as the Employer.

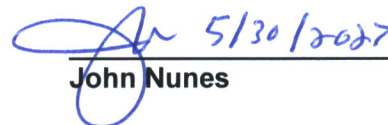
Employee Store Purchase Discount: All bargaining unit employees shall receive a five-percent (5%) discount at Food Maxx banners and a ten percent (10%) discount at Save Mart and Lucky banners for all products excluding tobacco, fluid mild, pharmacy and alcohol purchases. Other restrictions may apply. Resale of discounted products shall not be allowed. The Company shall provide a copy of the applicable policy governing the rules of the discount program prior to implementation.

**FOR THE EMPLOYER:
THE SAVE MART COMPANIES,**



Kevin Sears **May 19, 2023**
Date

**FOR THE UNION:
UFCW 5,**



John Nunes **5/30/2023**
Date


**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL 5
AND
THE SAVE MART COMPANIES
(dba, FOODMAXX)**

EXPERIENCED MEAT MPC TO MEAT CUTTER TRANSITION

THIS LETTER OF UNDERSTANDING is entered into by and between UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 5, hereinafter referred to as the Union, and THE SAVE MART COMPANIES (TSMC), hereinafter referred to as the Employer.

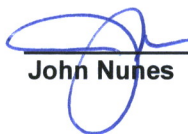
If an experienced MPC (currently \$21.20 per hour) is promoted to an Apprentice Meat Cutter, he/she will be increased by one dollar (\$1.00) per hour for the first 1040 hours in such classification, and be increased an additional fifty cents (\$.50) per hour for hours worked between 1041-2080. After completing 2080 hours such employee will be increased to the experience Meat Cutter wage rate. Notwithstanding the above, no Apprentice Meat Cutter will be considered a journey Meat Cutter until working 4160 hours in the Meat cutter profession.

**FOR EMPLOYER;
THE SAVE MART COMPANIES,**



Kevin Sears **May 19, 2023**
Date

**FOR THE UNION;
UFCW LOCAL 5,**



John Nunes **5/30/2023**
Date


**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL 5
AND
THE SAVE MART COMPANIES
(dba, FOODMAXX)**

**FOODMAXX RETIREES TRANSITIONED FROM SAVE MART HEALTH PLAN TO
UFCW COMPREHENSIVE BENEFIT TRUST (UCBT)**

THIS LETTER OF AGREEMENT is entered into by and between UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 5, hereinafter referred to as the Union, and THE SAVE MART COMPANIES, (TSMC) hereinafter referred to as the Employer.


The nine (9) Food Maxx retirees represented by UFCW currently enrolled in TSMC retiree health benefits shall receive retiree health benefits from the UFCW Comprehensive Benefit Trust (UCBT) whom retired under the Save Mart/Food Maxx Agreement, contingent upon UCBT Trustee approval.

**FOR THE EMPLOYER:
THE SAVE MART COMPANIES,**



Kevin Sears May 19, 2023
Date

**FOR THE UNION:
UFCW LOCAL 5,**



John Nunes 5/30/2023
Date

