



**COLLECTIVE BARGAINING
AGREEMENT**

WITH

The Save Mart Companies
d.b.a.

Lucky[®]

October 8, 2021 – October 7, 2024

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 5
AND
SAVE MART COMPANIES (dba, LUCKY SUPERMARKETS)

THIS AGREEMENT effective this twenty seventh (27th) day of April, 2022, for the period of October 8, 2021 through October 7, 2024 by and between **SAVE MART COMPANIES** (for its stores operating as Lucky and Lucky California), referred to hereinafter as the “**Employer**” and **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 5**, referred to hereinafter as the “**Union.**”

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

WITNESSETH:

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

SECTION 1. RECOGNITION AND CONTRACT COVERAGE

1.1 RECOGNITION: The Employer hereby recognizes the Union as the sole collective bargaining agency for an appropriate unit consisting of all employees working in the Employer's retail food stores within the geographical jurisdiction of the Union, except supervisors within the meaning of the National Labor Relations Act, as amended.

Where the Union is only recognized in either the Meat or Retail Department, only those pertinent sections of the Collective Bargaining Agreement will apply.

New locations in the above geographical area will be included in the unit if, after a forty-five (45) day period following store opening for business, the 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 the Union exclusive bargaining rights.

1.1.1 INITIATION FEE ADJUSTMENT: The Union shall implement a method for reducing the impact of its initiation fees on new employees, such as creating a payment installment plan or deferred payments for those new employees who can demonstrate a hardship.

1.2 CLERK'S WORK: The work covered by this Agreement shall be performed only by members of the appropriate unit as defined in Section 1 hereof and such work shall consist of all work and services connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail food stores including the demonstration of such products, but excluding:

1.2.1 Supervisory functions;

- 1.2.2** Such work as may be performed by employees working exclusively in the meat department and who are engaged in the handling, cutting, selling, processing, wrapping, or displaying of fresh, frozen or processed meats, poultry, fish and sea food products in said department;
- 1.2.3** Work of employees heretofore expressly excluded from the provisions hereof by agreement of the parties; and
- 1.2.4** Such work as is performed under industry practice, prevailing and existing as the date of ratification of this Agreement, within the geographical jurisdiction of this Union by a driver/salesman engaged in servicing the retail food stores at the point of delivery, soft drink merchandisers, ice cream merchandisers, cookie/cracker merchandisers, chips/salty snacks merchandisers, frozen pizza merchandisers, Hispanic foods merchandisers, beer merchandisers, an outside supplier, reset crew or demonstration work as defined in subsection 10.10.
- 1.2.5** Notwithstanding anything herein to the contrary, and except as modified by Section 1.2.6, each Employer may, at its discretion on a store-by-store basis, assign members of the bargaining unit to handle merchandise or products which are permitted by the terms of this subsection to be handled by non-bargaining unit persons. After any such assignment to members of the bargaining unit, the Employer may, at its discretion, return to the former practice of utilizing the services of such non-bargaining unit persons.
- 1.2.6** In the event the Employer creates new jobs or job duties involving the handling or selling of merchandise not heretofore handled or sold by the Employer, such new work shall be deemed Clerks' work and performed by members of the bargaining unit, except that, for a temporary period of try-out and familiarization, not to exceed six (6) months in each store following the introduction of such new category of merchandise, the Employer may contract for the performance for all or part of such work by non-bargaining unit persons. The wage rates and classification for such new jobs or job duties shall be subject to mutual agreement of the parties. In the event the parties are unable to agree on the above, disputed matters shall be processed in accordance with Section 21 of this Agreement.
- 1.3 MEAT CUTTER WORK:** It is agreed that all fresh meat shall be cut, prepared, and fabricated on the premises, by a Head Meat Cutter, Journeyman Meat Cutter, or Apprentice Meat Cutter; provided, however, the carcasses may be processed up to and including the maximum reductions listed and described on the attached Exhibit A and may be delivered to the premises in that form but all further processing of these parts shall be performed on the premises.

There shall be a Journeyman or Apprentice Meat Cutter on duty at all times where fresh meat is offered for sale except as otherwise provided for in Section 10; Apprentices, Meat Clerks, Subsection 10.7 of this Agreement and as follows:

- 1.3.1** A Journeyman Meat Cutter or Apprentice Meat Cutter shall not be required to be on duty between the hours of 7 p.m. and 6 a.m. In addition to those sections set forth above, Meat Departments with one hundred twenty (120) scheduled hours (excluding Clean-up Workers) or less per week shall not be required to have a Journeyman Meat Cutter on duty for a period of three (3) hours per day and/or eighteen (18) hours per week. If the employer wishes to utilize the above exemption or a special exemption, the Union shall be notified and the hour exemption shall be discussed but in no instance shall there be less than one (1)

full-time meat cutter shift scheduled Sunday through Saturday and holidays. If a Meat Department qualifies and utilizes the one hundred twenty (120) hour Journeyman-on-duty exemption, then they are not entitled to the 7 p.m. to 6 a.m. waiver set forth above.

- 1.3.2** When fresh meat is offered for sale and a meat department employee is not on duty in the Meat Department during such hours, no one other than a member of the meat department employee shall perform work in the Department.
- 1.3.3** No employee, presently employed in the jurisdiction of the Union, employed as of November 1, 1985, will have his hours reduced or will be laid off as a direct result of implementing the modification of Exhibit A hereof or modification of Journeyman-on-duty or the introduction of pre-priced products set forth in Subsection 1.3.4 below.
- 1.3.4** Lunch meats, pre-sliced bacon, dissected and pre-fabricated fowls, ground beef and pork sausages in visking casing, fish, and/or rabbits which, pursuant to current custom and practices, are presently pre-fabricated and dissected, along with all cooked or pre-cooked meats, or combinations of such meat products, whether in bulk or package form, need not be cut on the premises; but all the above products, along with fresh, frozen, smoked, or cooked sausages, shall be handled, displayed, dispensed, and offered for sale by employees covered by this Agreement. Notwithstanding the above, pre-priced poultry (whole, cut-up, and/or parts), fish, liver, sausage, and smoked or cured meats may be merchandised.

Offal may be brought into the market pre-packaged and pre-priced.

Tortillas may be handled, stocked, and displayed by vendors.

In the event of the deliberate failure of an Employer to schedule an employee to work in accordance with the provisions of this Agreement, when fresh meat is offered for sale, the Employer will be required to pay the amounts described in Section 1.11, below.

- 1.4 SUBCONTRACTING AND SUBLEASING:** It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. Therefore, except for work which is exclusively inventory, demonstration (unless performed by Save Mart employees pursuant to the Demonstration Letter of Understanding), or janitorial work (such as washing windows, washing or waxing floors, and cleaning restrooms), or work hereinabove excluded, no work covered by this Agreement, as defined in Subsection 1.2 above, shall be performed under any sublease, subcontract, or other agreement unless the terms of said lease, contract, or other agreement specifically provide: (1) that all such work shall be performed only by members of the appropriate unit as defined in Subsection 1.1 above, and (2) that the Employer shall at all times hold and exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement.
- 1.5 RELEASE:** It is recognized that if the terms of the Employer's lease, contract, or other agreement obligates the lessee or other party, as the case may be, to pay the wages and observe the other terms and conditions of this Agreement, then the Union agrees that the sole and entire financial responsibility for meeting the costs of observance of this Agreement shall be upon said lessee or other party and not upon this Employer and that it shall be, and by these presents is, hereby released from any and all financial liability in connection therewith.
- 1.6 STORE MANAGERS AND ASSISTANT STORE MANAGERS:** None of the provisions of this Agreement need apply to one (1) overall Supervisory Store Manager, the Assistant Store Manager, and a second Assistant Manager in stores of thirty-five thousand (35,000) square feet or more and their work in each retail food store in which an owner is not actively engaged on the premises. The Store Manager and Assistant Store Manager(s) shall not

be restricted as to the amount of non-supervisory work they may perform. Meat Departments see Store Manager Trainees below.

No Assistant Store Manager shall be involuntarily reclassified as a direct result of this provision during the term of this Agreement.

STORE MANAGER TRAINEES (MEAT DEPARTMENT): Employees who are in bona fide Store Management Training Programs may work in covered employment, including handling the "tools of the trade", so long as said work is for the purpose of familiarizing the Manager Trainee to the Meat Department operations. No Meat Department employee shall have his hours reduced or be laid off as a direct result of the training program. Before any employee commences training in the Meat Department, the Union shall be notified, in writing, of the name(s) of the trainees, the location(s), the training start date, and the expected duration.

- 1.7 OWNERS:** There shall be not more than two (2) Employers in any store or group of stores having common ownership. In partnerships, "Employer" as used in this subsection means only bona fide partners who own an interest in the assets and in the profits of the partnership. In corporations, "Employer" as used in this subsection means only two (2) officers of the corporation who own capital stock of the corporation. No more than two (2) shareholders of a corporation or more than two (2) bona fide partners shall be deemed or classified as an Employer within the meaning of this Agreement. Employers as thus defined may do such other work as is necessary in the conduct of the business. All other persons performing work under the jurisdiction of the Union shall be members of the Union and shall be governed by the provisions of this Agreement.
- 1.8 NEW OWNER:** This Agreement shall be binding upon the successors and assigns of the parties hereto. Except as set forth in Section 12 Vacations during the life of this Agreement, employee benefits provided for herein shall not be affected by the sale or transfer of the business for those employees who are retained by a new Employer for a period of more than sixty (60) days. For employees who choose to be employed by such new owner, such sixty (60) day period shall be considered a probationary period during which time employees may be terminated without recourse to the grievance procedure, unless such termination is in violation of Section 4 Employment and Union Membership, Subsection 4.5, or Section 5 Discharge and Layoff, Subsection 5.1, of this Agreement.
- 1.9 TRAVELING CLERKS:** It is agreed by the Employer and the Union that employees may be assigned to work in two (2) or more different stores located in the geographical jurisdiction of two (2) or more Local Unions. Each such employee shall be covered by all of the terms and conditions of the Agreement which is in effect in the area in which he works the major portion of his time. In the event that he does not work the major portion of this time in any one area, then the Employer shall designate the area Agreement under which he is working and shall give written notice of the area so designated to the Union.
- 1.10 INDIVIDUAL AGREEMENTS:** The Employer agrees that no employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with said Employer concerning wages, hours of work and/or working conditions that provides less benefits than the terms and provisions of this Agreement except by written agreement of the Employer, the employee and the Union. However, the Union agrees to allow new employees to enter into separate voluntary agreements providing for arbitration of statutory discrimination claims and remedies not covered by this Agreement under current case law.
- 1.11 ENFORCEMENT:** In the event of a violation of Section 1.2, the Union shall notify the Store Manager and the Employer's labor relations department in writing of such violation and it shall be corrected. If there are any further violations, by the same vendor/non-bargaining unit person, the Store shall be liable in damages payable to a recognized charity mutually agreed to by the parties in the amounts below for each proven violation, on a store-by store basis:

1.11.1 At the time of the first violation, an amount equal to one (1) day's wages at the regular Senior Clerk's rate plus equivalent health and welfare and pension contributions.

1.11.2 At the time of a second violation, an amount equal to two (2) days' wages at the regular Senior Clerk's rate plus equivalent health and welfare and pension contributions.

1.11.3 An additional day's wages plus the equivalent health and welfare and pension contributions shall be added cumulatively for each subsequent knowing violation.

SECTION 2. UNION STORE CARD

In consideration of the performance of the covenants herein contained, the Union agrees to lend Union Store Cards and/or Decals to Employers entitled hereto under the rules governing Union Store Cards set forth in the Constitution of the United Food & Commercial Workers International Union. Employers who are entitled to Store Cards and/or Decals agree to accept and 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 & Commercial Workers International Union, and the Employer agrees to surrender said Union Store Cards and/or Decals at the 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.

SECTION 3. MANAGEMENT RIGHTS

The management of the business, in all its phases and details, shall be vested exclusively in the Employer, except as may be specifically prohibited by other provisions of this Agreement.

SECTION 4. EMPLOYMENT AND UNION MEMBERSHIP

4.1 UNION SHOP: On and after thirty (30) days of employment or the date of execution of this Agreement, whichever is later, each employee shall become and remain a member of the Union as a condition of employment; provided, however, that the Employer shall not be obligated to discharge any employee in violation of the National Labor Relations Act, as amended. Upon written notification from the Union that an employee has failed to make timely tender to the Union of initiation fees and/or periodic dues, the Employer agrees to terminate said employee within eight (8) days from such notice.

Following a termination under this provision, there shall be a grace period of thirty (30) days during which time, if the Union presents the Employer with bona fide evidence that the termination demand was improper, the employee shall be reinstated within seven (7) days from such notice. In the event reinstatement occurs, the employee shall be made whole by the Union.

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.

The Union agrees to indemnify and hold the Employer harmless in any and all claims and/or causes of action which arise out of or are in anyway connected with the Employer's compliance with this provision.

4.2 HIRING NEW OR ADDITIONAL EMPLOYEES: In recruiting persons for employment at Company locations, the Employer agrees to register and give due consideration to persons referred directly by the Union. The Employer has the final decision in choosing between qualified applicants.

4.3 NEW HIRES: 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:

1. Pass out and collect the Union application forms to newly hired employees. The Union application forms will be provided by the Union. The responsibility to forward the application to the Union will be the responsibility of the employee and the Employer. If the Employer undertakes to forward the application, it shall forward the application to the Union no later than forty-five (45) days from the date the new employee was hired; and
2. Promptly notify the Union within fourteen (14) days of such employment, in writing, giving the date, place, and job classification of the employment and the name, address, employee's mobile number and email address if provided by the employee, and social security number of the new employee.

4.4 In staffing new stores, the Employer will endeavor to staff at least fifty percent (50%) of the clerk positions with available Save Mart 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.

4.5 NON-DISCRIMINATION: The Employer shall not 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, nor 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.

4.6 When used, the terms "he" and "experienced" refer to human beings of either sex and are used only for grammatical simplicity.

4.7 DUES CHECKOFF:

4.7.1 EMPLOYER DEDUCTION: The Employer agrees to deduct uniform dues, initiation fees, and assessments, as determined by the Union, and political contributions on a regular basis from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization for such deductions. Such deductions, when authorized, will be transmitted to the office of the Union no later than the 15th day of the month following the month in which deductions are made. No deduction will be made from the wages of any employee until the Employer has received a signed copy of voluntary written authorization for such deductions.

4.7.2 AUTHORIZATIONS: Authorizations for deductions are to be entirely voluntary upon the part of each such individual employee. Authorizations shall be irrevocable

for a period of one (1) year or until the termination of this Agreement, whichever occurs sooner. The authorization shall be automatically renewed or be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement, whichever shall be shorter, unless written notice is given by the employee to the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable Collective Bargaining Agreement.

- 4.7.3 INDEMNITY:** The Union shall indemnify and hold the Employer harmless from any and all actions resulting from the implementation of this provision. However, mistakes by the Employer shall be immediately corrected by the Employer upon notification from the Union.
- 4.8 NEW EMPLOYEES:** The provisions of this Agreement shall apply to the employment of any person covered by this Agreement while such person is not a member of the Union.
- 4.9 EXTRA WORK:** Employees on the payroll of the Employer will be given preference for additional straight-time work before any other person who has worked during the same week on another job outside the retail industry is hired for such work.
- 4.10 EXTRA WORKER (Meat Department Only):** An Extra Worker is not considered a new hire and is one who is used on a daily and/or temporary basis and is not subject to the probationary period of Section 5.2 hereof, except as set forth below:
1. An Extra Worker may qualify to become a regular employee if he has completed sixty (60) days of employment, within a calendar year, with the hiring Employer.
 2. After completion of sixty (60) days of employment, the Employer will, upon request, provide an Extra Worker with an application for employment; and when hired, no further probationary period will be required.
 3. Upon receipt of the application by the Employer, the Employer shall have thirty (30) days to answer the Extra Worker, in writing, as to the availability of employment. Said application shall remain on file for a period of one (1) year.
 4. When an Extra Worker is hired, his seniority date as a regular employee for all purposes under this Agreement shall commence from his date of hire.
 5. Extra Workers shall be entitled only to those benefits and contract rights reserved for Extra Workers within this Agreement.
 6. Extra Worker shall receive the Extra rate of pay for all hours worked.
 7. Extra Workers, discharged for cause, shall be paid for time worked.
 8. Extra Workers who report late for work need not be put to work; provided that, if put to work at all, they shall be paid only for the time worked.
 9. In the event the Union dispatches an employee who was previously discharged for cause by the Employer, the employee shall not be entitled to any minimum guarantees of work or pay.

SECTION 5. DISCHARGE AND LAYOFF

- 5.1 NO DISCHARGE:** The Employer shall not discharge or discriminate against an employee for upholding Union principles, for serving on a committee of the Union or any organization affiliated therewith, or for refusing to purchase stocks, bonds, securities, or any interest in the Employer's business should the Employer be operating as an individual, firm, company, partnership, joint stock company, or corporation.
- 5.2 PROBATION:** There shall be a probationary period of sixty (60) days for all new hires. During the probationary period, a probationer may be discharged without right of appeal except if such discharge is in violation of Section 4 Employment and Union Membership, Subsection 4.5, of this Agreement or Subsection 5.1 above. Notwithstanding the above, probationary periods may be extended for up to thirty (30) day periods by mutual agreement of the Employer and the Union. Probationary period extension(s) will not be unreasonably denied.
- 5.3 TERMINATION:** Except for reasons beyond the Employer's control, regular employees who work three (3) days per week or more shall be given three (3) working days' notice of layoff, dismissal, or discharge, or the equivalent pay, except when such termination has been for cause, such as insubordination, disorderly or improper conduct, under circumstances requiring immediate termination. Employees who work two (2) days per week shall be given two (2) working days' notice under like conditions. In all such cases, the day on which such notice is given shall not be counted unless a notice is given before the day's work begins. (A regular employee is one who has been in the continuous employ of the employer for a period of ninety [90] days or longer).
- 5.3.1 TERMINATION LIST:** The Employer shall provide a list of terminations with social security numbers to the Union monthly.
- 5.4 WORK PERFORMANCE:** The Employer shall have the right to discharge any employee for just cause. If the employee feels that he has been unjustly discharged, he shall have the right of appeal, in writing, or by email, to the Adjustment Board through action of the Union within ten (10) business days after the date of said discharge.
- 5.4.1 WRITTEN WARNING:** Before a regular employee is discharged, suspended, or issued an "in lieu of suspension warning," or demoted for incompetency or failure to perform work as required, he shall receive a written warning (with a copy to the Union) and be given an opportunity to improve his work.
- Notices and warnings shall become null and void after six (6) months from the date of issue. Suspensions, or "in lieu of suspension warnings," for attendance or non-major policy violations shall become null and void after twelve (12) months from the date of issue.
- 5.4.2 NOTIFICATION:** Upon severance of employment of any employee, the Employer shall, within seven (7) calendar days thereafter, notify the Union of such resignation, layoff, or discharge. If discharge is for cause, the Employer agrees to submit the reasons therefore to the Union upon request.
- 5.5 RECORD:** Any employee who is terminated shall, upon request, be given a statement setting forth the date of hiring and the number of hours worked during his employment.
- 5.6 POLYGRAPHS:** No Employer shall demand or require any applicant for employment or prospective employment or any employee to submit to or take a polygraph, lie detector, or similar test or examination as a condition of employment or continued employment.

5.7 TRANSFERS: Transfer of employees outside of the geographical seniority area in which they are employed shall not be compulsory nor shall any employee be penalized for failure to accept such transfer. Transfer of employees to other cities outside of the counties in which they are employed shall not be compulsory nor shall any employee be penalized for failure to accept such transfer.

Request for transfer, within the Union's territorial jurisdiction, so an employee may work nearer his home will be given proper consideration and will not be refused arbitrarily. Similarly, an employee will not be arbitrarily or capriciously transferred.

No employee shall be required to accept a permanent transfer outside the jurisdiction of this Union unless approved by the Union.

SECTION 6. SENIORITY

6.1 DEFINITION: Seniority is defined as length of service with the Employer and shall be computed from the initial date of employment, or re-employment in the case of a break in service, in the bargaining unit covered by this Agreement.

6.2 CLASSIFICATION: Seniority shall be by classifications as listed below:

1. Senior Head Clerks/Produce/Bakery/Deli Combo Manager
2. Head Clerks
3. Multi-Purpose Clerks (MPC) including grandfathered Senior Clerks and Senior Clerks Produce, Meat Clerks, Pharmacy Clerks and Bakery/Deli Clerks
4. Service Specialists
5. Head Meat Cutter
6. Journeyman Meat Cutter and Apprentice Meat Cutter (For the purposes of layoff and recall, Journeyman Meat Cutter and Apprentice Meat Cutter shall be considered as one (1) classification.
7. Employees employed in classifications covered by addendum agreements shall be deemed separate classifications.
8. Pharmacy Technician
9. Department Specialist

6.3 LAYOFF, RECALL, AND PROMOTION: With respect to layoff, recall, and promotion, seniority shall be based upon the length of service with the Employer in each of the areas covered by this Agreement as referred to below in Subsection 6.3.1, provided, where an employee is transferred by the Employer to such area from another area, the transferred employee shall retain all seniority rights with the Employer but shall 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 seniority shall be based upon the first day of employment by the Employer regardless of area. However, during such period of six (6) months, the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights with respect to layoff, recall, and promotion in the area from which he was transferred

6.3.1 GEOGRAPICAL AREAS:

FOOD: Alameda County; Contra Costa County; Del Norte 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 **including Menlo Park**; Santa Cruz County & Solano County

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

6.3.2 PROMOTION: Determination of which employee is to be promoted to a position above MPC will be based upon qualifications and seniority. Qualifications include such factors as overall retail food experience, job performance, aptitude, attendance, etc., successful completion of mandatory training, and any voluntary training successfully completed by the employee. Training opportunities will be publicized and offered by seniority on a first come, first served basis to requesting employees, except the Employer may disqualify a requesting employee who then has a suspension in the preceding six (6) months. Other written discipline within the preceding six (6) months may, also, be considered when determining eligibility for training opportunities. An employee must successfully complete a training module before he or she will be permitted to take another. Where qualifications are approximately equal, seniority shall control.

All permanent job vacancies above the MPC and Meat Cutter classifications shall be posted at each store of the Employer within the seniority area as specified herein for a period of seven (7) days. The job posting shall specify the job classification for which the permanent job vacancy exists. Any employee interested in the permanent job vacancy must complete a written job bid form and send to the department specified by the Employer on or before the expiration of the posting period. If the Employer decides to promote an existing employee, which it need not do, to fill the permanent job vacancy then, in that event, the selection of the employee to be promoted shall be in accordance with the provisions set forth herein.

All permanent job vacancies in the MPC, Meat Cutter and Pharmacy Technician classifications shall be posted at each store of the employer, on a store-by-store basis for a period of seven (7) days. Clerks are not required to complete a written job bid form to move from one department to another. Determination of which employee, if any, is to be promoted will be based upon qualifications and seniority. Qualifications include such factors as described in the first paragraph of this Section 6.3.2. Where qualifications are approximately equal, seniority shall control.

Any successful bidder who thereafter voluntarily declines the promotion shall be ineligible for any subsequent promotional bid for a period of six (6) months.

An employee selected for a promotion will serve a thirty (30) calendar day probationary period. During this thirty (30) day probationary period, the Employer may disqualify the employee from the position if the employee fails to adequately perform the duties of the position; 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 as specified in Section 21 of this Agreement. If the employee is disqualified from or rejects the position, he may return to his former classification at 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

disqualification or rejection, the employee may not bid for the same position for a period of six (6) months following the date of disqualification or rejection.

The Employer agrees to provide the Union with a list of employees, monthly, who have been promoted to positions above MPC.

6.3.3 SELF-DEMOTION: Employees having previously been promoted to a position above Senior Clerk/MPC or Meat Cutter may self-demote to the classification and rate of pay previously held without loss of seniority or job status. Employees desiring to self-demote must submit a written request to the Store Manager. Once a written request is submitted, the Employer has up to ninety (90) days to place such employee in their previous classification. If an employee was in a progression step prior to promotion all hours worked in the higher classification will be credited toward such progression step(s) at time of self-demotion. No employee will be returned to a grandfathered rate unless the employee was receiving a grandfathered rate prior to the promotion.

6.3.4 LAYOFF: In the reduction of the number of employees due to lack of work, the last employee hired in the classification shall be the first to be laid off and, in recall, the last employee laid off in the classification shall be the first recalled, as described in Section 6.3.5, below, until the list of employees previously laid off has been exhausted. For purposes of this section, a layoff is defined as being reduced to zero (0) hours.

6.3.5 RECALL: Employees who are laid off due to lack of work shall have seniority rights in recall for jobs subsequently available with the Employer prior to the hiring of new employees. The layoff procedure set forth above is to operate in reverse in recall situations, Such employee shall be notified by telegram or certified mail, a copy of which shall concurrently be sent to the Union, and shall have three (3) days to report after receipt of a copy of such notice of recall by the Union.

6.3.6 REDUCTION IN HOURS: Reduction in employees' hours due to lack of work, excluding all full-time Meat Department Heads and Meat Cutters shall be accomplished by seniority and by classification on a store-by-store basis.

1. A regular full-time employee is:
 - a. One who is hired or designated by the Employer to a regular forty (40) hour job opening, excluding relief for vacations, illnesses, other authorized absences, or business fluctuations.
 - b. An employee that becomes full-time in accordance with Section 6.10.
 - c. Meat Department Heads, Meat Cutters, described in Section 10.7.1, Produce Managers, Combo Bakery/Deli Managers, Bakery Managers, Service Deli Managers, Head Clerks and Head Night Clerks.
2. The aforementioned provisions shall not affect the right of the Employer to transfer employees or the right of employees to request transfers pursuant to the provisions of subsection 5.7 above.

3. Full-time Meat Department Heads and Meat Cutters shall be reduced in hours within their store by classification, then by seniority, within their geographical seniority area.

6.3.7 WAGE CLAIMS: It is further understood that the employee will not be able to claim wages under the provisions of Subsection 6.3.5 above, except for hours lost commencing with the weekly schedule immediately following the Union's notification to the Employer of the claim and thereafter until resolved.

If the employee or the Union gives written notice to the Employer with seven (7) days of his notice of layoff, the above provisions do not apply.

The 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 the Employer's receipt of written notice of such claims except as provided in Section 21.7

6.3.8 QUALIFICATIONS: It is recognized that employees must possess the necessary qualifications to perform the available work when asserting their seniority rights into or out of the Employer's Produce Department or for work assignments requiring specialized skills and background.

6.4 LOSS OF SENIORITY: No employee shall suffer loss of seniority unless he:

1. Is discharged for just cause, or;
2. Resigns or voluntarily quits, or;
3. Is absent from work for six (6) consecutive months due to layoff, or;
4. Is absent from work for more than thirty (30) days due to death in the immediate family or;
5. Fails to return to work upon completion of a leave of absence as defined in Section 13 General Provisions, subsection 13.15, hereof; or
6. Fails to report to work when recalled as provided in Subsection 6.3.4 above.

6.5 SELECTION: The selection of vacations shall be on a store basis except:

1. The vacation of an employee shall not be changed if it was scheduled prior to his transfer from one store to another; and
2. If an employee does not have a scheduled vacation at the time of such transfer, the scheduling of his vacation shall be based solely upon his seniority status in the store to which he is transferred.

6.6 RELIEF WORK: Employees assigned to regular relief work may, after six (6) months on such work, request the Employer, in writing, to be assigned to work in one store. The rescheduling of such relief work shall be done within thirty (30) days and be based upon inverse seniority. This provision shall not apply to temporary relief work required as a result of illness, injury, vacation, or other like temporary relief work.

6.7 LISTS: The Employer agrees to provide a seniority list of employees semiannually. Such list shall be by seniority, listing the employee's date of hire, name, employee identification number, work location, classification, current rate of pay, mobile number and email address if provided by the employee, and indicate if they are part-time or full-time.

6.8 TEMPORARY ASSIGNMENTS: The Union will cooperate with the Employer in the scheduling of employees for temporary part-time or relief work outside the geographical jurisdiction of this Agreement. However, no employee shall be discriminated against for refusal to accept such assignment.

6.9 SCHEDULE SELECTION: The word “schedule” is interpreted to mean the weekly work schedule including work on premium days and early and late work schedules.

6.9.1 It is recognized that management has the right to establish such weekly work schedules to meet the requirements of the business; provided, however, such right shall not be utilized in an arbitrary or capricious manner to deprive an employee of his ability to exercise his seniority right to select such work schedule.

6.9.2 Employees may select such schedules according to seniority by classification, applied on a store basis, provided they possess the necessary qualifications for the schedules selected. Qualifications shall include such factors as experience, job performance, aptitude, attendance, etc.

6.9.3 Part time employees may only request schedule selection of other part time employees weekly schedule by seniority provided they possess the skills and abilities to perform the work of the schedule they are claiming. Service Specialists may not exercise schedule selection.

6.9.4 The Employer shall not recognize the schedule selection request of any employee if the granting of the request would place the Employer in a position of violating this Agreement or having to pay a penalty for improper scheduling of shift intervals or consecutive workdays.

6.10 MOVEMENT TO FULL-TIME: Within each of the geographical seniority areas of Local 5 referenced in Section 6.3.1 and Appendix A, the ratio shall include the combined total of Multi-Purpose Clerks and Department Specialists and will be set at forty-four percent (44%) full-time. (Head Clerks and non-Meat Department Heads will not be included in the ratio). When the ratio falls below forty-four percent (44%) full-time the most senior person in the jurisdictional seniority area will be offered the opportunity to fill the full-time opening until such time as the full-time position has been accepted. The employer has discretion to place the full-time position or positions created within the geographic seniority area.

Current and reduced Senior Clerks now scheduled as either Preferred Part Time (PPT) or part-time will be scheduled for at least 32 hours per week for the duration of the agreement unless the above forty-four percent (44%) full-time and fifty-six percent (56%) part-time ratio allows for promotion to full-time designation consistent with the ratio. In the event the Employer fails to observe the ratio, or PPT Senior Clerk minimum guarantee of thirty-two (32) hours per week, the Union may notify the Employer in writing of such violation and it shall be corrected.

6.10.1 REQUEST FOR ADDITIONAL HOURS: Part-time employees may request additional available hours within their classification on a store-by-store basis, provided they have the previously mentioned qualifications, 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; and they shall be afforded such hours by seniority.

6.10.2 REMOVAL FROM LIST: Employees refusing an offer of full-time work, requesting part-time work after having been selected for full-time work or refusing a job opening with more hours shall not be entitled to exercise rights set forth above.

6.10.3 WAGE CLAIMS: It is understood that employees will not be able to claim wages under this section except for hours lost commencing with the weekly schedule immediately following the Union's written notification to the Employer of the claim and thereafter until resolved. If the employee or the Union gives written notice to the Employer within seven (7) days of his layoff, the above provisions do not apply.

The 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 the Employer's receipt of written notice of such claim.

6.10.4 WEEKLY GUARANTEE: Part-time employees (excluding Service Specialist) shall be scheduled for at least twenty-four (24) hours work in each week. Service Specialist shall be scheduled for at least sixteen (16) hours work in each week.

The aforementioned weekly guarantee shall not apply if one (1) or more of the following conditions exist:

1. The store is normally open for business six (6) days or less in the work week;
2. Employees scheduled to work are absent without proper notice;
3. Work is not available due to acts of God;
4. The part-time employee (excluding Service Specialist), Employer, and the Union agree that the employee may work less than twenty-four (24) hours per week;
5. Part-time employees with five (5) or more years of service with the Employer (excluding Service Specialists) may request in writing a twenty-eight (28) hour per week minimum and it shall be granted.
6. The part-time Service Specialist, the Employer and the Union agree that the Service Specialist may work less than sixteen (16) hours per week;
7. An unanticipated, significant business fluctuation.

SECTION 7. HOURS, OVERTIME, AND SUNDAY PREMIUM PAY

PREAMBLE: In the event of the application of Federal Wage and Hour Law as applied to retailing conflicts with the intent of this Agreement, the parties shall meet immediately to renegotiate this Agreement in order to preserve the intended workweek and the rates pertaining thereto.

The Industry recognizes the five (5) day, forty (40) hour week provisions except for layoffs and individual cutbacks due to lack of work, acts of God, or circumstances beyond the control of the Employer. This section, however, does not impede the right of the Employer to use part-time help as needed.

7.1 BASIC WORKDAY AND WEEK: Forty (40) hours, consisting of five (5) days of eight (8) hours each in a calendar week, Sunday through Saturday, shall constitute a week's work as provided in this entire section. A day's work shall consist of eight (8) hours within nine (9) consecutive hours with one (1) full uninterrupted hour off for a meal. A one-half (½) hour lunch period for a crew, a shift of employees, or an individual employee may be implemented by mutual agreement of the Employer and the employee(s). No employee shall be required or permitted to work a split shift. All full-time eligible employees in stores operating seven (7) days per week, will receive two (2) successive days off within each calendar week, except when an employee's request for time off or the operational needs

of the Employer (e.g., for example in scheduling receiving hours or other hours in key assignments, positions, or where there are a limited number of trained employees available) makes it difficult or impracticable to so schedule. Two (2) successive days off within each calendar week will only apply to all members classified as full-time MPC or above, or promoted to a full-time MPC or above after ratification of this agreement. All part-time employees are excluded from this provision.

Work shall not be performed without pay prior to the beginning of the scheduled working day. Work may be performed at the end of the working day in completing service to a customer which commenced prior to the end of the working day. It is understood that the checking of produce or shelf prices shall be considered as time worked.

Four (4) Daily Ten (10) Hour Work Shifts (Alternative Work Schedule): By mutual agreement between an employee the employer and the Union, an employee may work an Alternative Work Schedule consisting of four (4) daily ten (10) hour work shifts. Employees voluntarily participating in such Alternative Work Schedule shall be exempt from statutory/day Overtime requirements (up to 10 hours/day) and will receive straight-time wages for hours worked on a sixth consecutive day of work in a workweek.

7.2 OVERTIME AND PREMIUM WAGE RATES: 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 the regular rate of pay, as defined by state and federal law, for the week in which the overtime is worked. The overtime and premium wage rates of pay shall be as follows:

7.2.1 ONE AND ONE-THIRD (1 1/3) TIMES THE STRAIGHT-TIME HOURLY RATE:

1. **(Suspended for Duration of Agreement 2021-2024)** Work performed on a Sunday, provided the employee is provided two (2) consecutive days off in the appropriate workweek. Service Specialists hired after February 2005 shall not be eligible for any Sunday pay.

7.2.2 ONE AND ONE-HALF (1½) TIMES THE STRAIGHT-TIME HOURLY RATE:

1. Work performed in excess of eight (8) hours per day will be paid at one and one-half (1½) times the regular rate of pay.
2. Work performed in excess of forty (40) hours per week will be paid at one and one-half (1½) times the regular rate of pay.
3. Work performed on the sixth (6th) day worked in a calendar week.
4. Worked on the sixth day (6th) day worked in a week containing one (1) of the holidays named in this Agreement, not including the holiday worked.
5. Work performed after the fifth (5th) consecutive day worked without reference to the calendar week by a normal five-day employee until consecutive days are broken by a day off, except when the schedule of an employee who has had or who is to have two (2) consecutive days off is changed in accordance with this Agreement.
6. Work performed after the sixth (6th) consecutive day worked without reference to the calendar week by a normal six (6) day employee until consecutive days are broken by a day off, except when the schedule is being changed in accordance with this Agreement.
7. Work performed by an employee called in to work on a scheduled day off and given shorter notice than required by this Agreement shall receive a minimum of eight (8) hours' pay on that day; but if such an employee works

six (6) days during that calendar week, work performed on the scheduled day off shall be paid for at the employee's straight-time rate for that day and that on the sixth (6th) day worked shall be paid for at the overtime rate.

8. Work performed within ten (10) hours from the time the last shift ended.
9. Work performed where a meal period is not afforded in conformity with Section 8 Work Scheduled, Subsection 8.6, hereof.

7.2.3 TWO (2) TIMES THE STRAIGHT-TIME HOURLY RATE:

1. Work performed in excess of eight (8) hours on the sixth (6th) day worked in a calendar week.
2. Work performed on Sunday which is a day in excess of five (5) consecutive days by a scheduled five-day employee, except when the schedule of said employee who has had or is to have two (2) consecutive days off is changed in accordance with this Agreement.
3. Work performed on the seventh (7th) day in a calendar week.
4. Work performed on a holiday named in this Agreement (in addition to holiday pay), except for employees hired after February 11, 2005. Employees hired after February 11, 2005, will receive a premium of one dollar (\$1.00) per hour in addition to their regular straight-time hourly rate of pay for work performed on a holiday in this Agreement (in addition to holiday pay).
5. Work performed after five (5) hours on a Sunday until a meal period is taken, unless the exception stated in Section 8.5 is applicable.
6. Work performed on a Sunday until ten (10) hours between shifts has elapsed.

7.2.4 TWO AND ONE-FOURTH (2¼) TIMES THE STRAIGHT-TIME HOURLY RATE:

1. Work performed in excess of eight (8) hours on a Sunday.

7.2.5 TWO AND ONE-HALF (2½) TIMES THE STRAIGHT-TIME HOURLY RATE:

1. Work performed after five (5) hours until a meal period is taken on a holiday, unless the exception stated in Section 8.6 is applicable.
2. Work performed on a holiday until ten (10) hours between shifts has elapsed.
3. Work performed on a Sunday which is in excess of six (6) consecutive days by a six (6) day employee.
4. Work performed by a full-time employee when the employee is called in on a Sunday with less notice than is required under this Agreement and that Sunday was a scheduled day off; except that if this is the sixth (6th) day worked that calendar week by this employee, he or she will be paid at the rate of time and one-half (1 ½) the straight-time hourly rate and the sixth (6th) day will be paid at the applicable overtime rate.

7.2.6 THREE (3) TIMES THE STRAIGHT-TIME HOURLY RATE:

1. Work performed in excess of eight (8) hours on a holiday named in this Agreement.

7.3 CONSECUTIVE DAYS: It is understood that consecutive days worked are interrupted by a holiday or a scheduled day off and shall be considered to be interrupted when an employee is required to work on a holiday or when, by reason of a bona fide emergency, an employee is required to work on his scheduled day off for which he has received the required premium pay for such work.

7.4 SCHEDULED WORK: Whenever an employee's schedule is not changed in accordance with the provisions of this Agreement and he is worked outside such schedule, then the hours so worked shall be paid for in accordance with the overtime provisions of this Agreement.

7.5 HOLIDAY WORKWEEK: Thirty-two (32) hours, consisting of four (4) eight (8) hour days, exclusive of the holiday, shall constitute a week's work in any week in which the holiday falls. Any employee working thirty-two (32) straight-time hours in a holiday week, not including holiday work, shall receive not less than forty (40) hours' pay. At least two (2) of a full-time employees' days off shall be successive in stores operating six (6) or more days in a holiday week, unless an employee has Saturday and Sunday off prior to the holiday or Saturday and Sunday off following 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, with the exception of the weeks when the store is closed for the holiday.

7.6 DAILY GUARANTEE:

7.6.1 MULTI-PURPOSE CLERK: All employees classified as MPC's who work thirty-two (32) or more hours in a calendar week, when ordered to and do report for work and remain available for work, shall receive a full day's pay based on the established rate of pay for that day.

7.6.2 PART-TIME MULTI-PURPOSE CLERKS: All employees classified as part-time Multi-Purpose Clerks who work less than thirty-two (32) hours in a calendar week, when ordered to and do report for work and remain available for work, shall receive at least four (4) hours' pay based on the established rate of pay for that day. Where school law conflicts with the four (4) hour daily guarantee on a school day, such employee shall be scheduled for not less than three (3) hours on such days. It is further agreed that students shall not replace non-student employees. All part-time employees shall be covered by all other provisions of this Agreement.

7.7 NO COMPOUNDING OR PYRAMIDING: There shall be no pyramiding of overtime and/or premiums and only the highest applicable rate shall apply.

SECTION 8. WORK SCHEDULE

8.1 POSTING OF WORK SCHEDULE: The Employer agrees to keep posted, in each store, a weekly schedule, in ink, of the working hours for all employees. Such schedule shall show the full name of each employee by department, starting time, meal-time, quitting time and days off. When operationally feasible, the employer will post on work schedules total weekly hours and sort by employee seniority. It is further agreed that any change in this schedule must be made and the employee so notified no later than 2:00 p.m. on Wednesday of the week preceding the week in which the change is to become effective (emergency excepted). Such schedule shall be posted by 2:00 p.m. on Wednesday of the week preceding the week in which such schedule is to be effective on the bulletin board

or at a place where all employees and representatives of the Union may observe same. If assignment of employees to schedules is inconsistent with the terms of Section 6 Seniority, Subsection 6.10, hereof, employees will have until 3:00 p.m. the following day of the schedule posting to bring such inconsistency to the Store Manager's attention and seek assignment in accordance with Section 6 Seniority, subsection 6.10 hereof. When a senior employee obtains such a different schedule, then the displaced junior employee shall be assigned the senior employee's previously assigned schedule for 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 (emergency excepted). The Employer may make changes to employee's schedules up to Tuesday prior to the week in which the schedule becomes effective.

If the schedule is not posted timely as stated above, such shall be deemed as a contract violation and subject to the Grievance Procedure. Due to circumstances beyond the control of the person responsible for posting it, the untimely posting shall not be the basis for any monetary claims.

Time worked by employees on the last shift during the period the store is open for business, for the purpose of serving customers in the store at the closing hour or performing other miscellaneous duties necessary in connection with the closing of the store, shall be properly scheduled in their straight-time shift.

- 8.2 SHIFT INTERVAL:** Except in bona fide emergencies, the minimum time off between shifts shall be ten (10) hours and employees called to work sooner than ten (10) hours from the end of their last work period shall be paid one and one-half (1½) times the employee's straight-time rate for all work performed up to the time said ten (10) hour period between shifts shall have elapsed.
- 8.3 SUNDAY WORK:** Work on Sunday will be scheduled by seniority preference, with inverse seniority used for staffing in the event an insufficient number of employees volunteer.
- 8.4 SCHEDULED TO WORK A HOLIDAY:** Any employee normally scheduled to work five (5) days who is temporarily rescheduled to work on a holiday shall be permitted to work his normal number of working days that week.
- 8.5 HOLIDAY EVE:** No employee shall be permitted or required to work after 7 p.m. on Christmas Eve except those employees necessary to service the customers in the store at 7 p.m. and to properly close and secure the store. This shall not apply to employees in the Liquor Department where the Liquor Department may be isolated from the Grocery Department.

On New Year's Eve, the store shall be staffed with volunteers between 7 p.m. and 12 midnight. If insufficient employees volunteer, assignment shall be by inverse seniority.

- 8.6 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.

- 8.7 REST PERIODS:** 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.
- 8.8 EMPLOYEES ON LAST SHIFT:** Employees on duty at the recognized hour of closing may be required to wait on all customers and perform other duties necessary to closing. Such employees shall be scheduled so that their shift ends at least fifteen (15) minutes after the recognized hour of closing.
- 8.9 NIGHT PREMIUM:** All employees (excluding Service Specialists) whose shift begins at 10:00 p.m. or later, shall receive extra compensation, in addition to the regular scale herein set forth, of sixty-five cents (\$.65) per hour for all work performed between the hours of 10:00 p.m. and 6:00 a.m.

Any Meat Cutter or Apprentice Meat Cutter who may be required to work any part of his workday prior to 8 a.m. or after 6 p.m. shall be paid two dollars (\$2.00) in addition to his regular rate of pay.

Meat Cutter or Apprentice Meat Cutter employees who are scheduled to work a regular eight (8) hours shift between the hours of 8 a.m. and 6 p.m. on any day and who are required to work in excess of such eight (8) hours after 6 p.m. by reason of an emergency shall receive overtime pay at the appropriate rate but shall not be entitled to the two-dollar (\$2.00) shift premium required above.

- 8.10 PREMIUM DAY:** Employees working any hours on a Sunday or a holiday shall be paid the premium pay as provided for in this Agreement for the hours worked between 12:01 a.m. and 12 midnight on that day.
- 8.11 SEPARATE EMPLOYERS:** Any employee who works for another employer in the Retail Food or Liquor Industry on his day or days off shall be paid therefor at straight-time, overtime, or premium rates calculated as though he had worked that week for a single Employer. It is understood that if the employee is properly shown on the schedule, the

overtime rates shall not be in effect until after the Union notifies the Employer that the employee in question is an employee of another Employer in the Industry.

SECTION 9. WAGE RATES

- 9.1 APPENDICES, ADDENDA, SCHEDULES:** All appendices, addenda, and schedules thereto, are incorporated herein as if set forth in full. References to capitalized terms in such shall be given the same meaning as in this Agreement unless noted otherwise therein.
- 9.2 UPDATES:** The Employer shall provide wage updates to the Union from payroll quarterly.
- 9.3 INCENTIVE PROGRAMS:** The Employer, at its discretion and with notice to the Union, may institute non-contractual incentive programs with monetary or other rewards at any time. These programs may be modified or discontinued at the Employer's discretion with prior notice to the Union. This section does not apply to over scale wage rates.
- 9.4 OVERSCALE WAGE RATES:** The Employer shall recognize only those hourly wage rates contained herein, and shall not modify such wages upward in any manner that is not consistent with an employee's job classification, including hourly based progression steps, without first consulting any such changes with the Union. This subsection shall not apply to any employees that may be compensated an hourly wage rate above their job classification prior to ratification.

SECTION 10. CLASSIFICATION OF EMPLOYEES

For the purpose of this Agreement, the classification of employees is hereby defined as follows:

- 10.1 SENIOR HEAD CLERK-PRODUCE, HEAD MEAT CUTTER, HEAD CLERK, COMBO BAKERY/DELI MANAGER, AND MULTI-PURPOSE CLERK:**
- 10.1.1 SENIOR HEAD CLERK-PRODUCE:** This classification shall apply only to the employee who is in charge of the produce section or department, or who is assigned to temporarily perform those duties in the absence of a Senior Head Clerk-Produce for a week or more, there shall be an employee designated to be in charge and paid at the department manager wage rate, subject to the employee performing all of the essential functions of the job.
- 10.1.2 HEAD MEAT CUTTER:** A Head Meat Cutter orders, buys, schedules, and overall supervises all operations of the fresh, frozen meat, fish, and packaged meat-deli sections within the entire Meat Department. A Head Meat Cutter is in charge of all education and training of Apprentice Meat Cutters and Meat Clerks.
- Stores shall have one Head Meat Cutter on duty each day whenever fresh meat is available for sale. Only a Journeyman Meat Cutter may perform the duties of a Head Meat Cutter.
- 10.1.3 HEAD CLERK:**
- a. Conducts the operation of the store in the temporary absence of the Store Manager or Senior Head Clerk or who is assigned to temporarily perform those duties.
 - b. **Head Night Clerk:** In the night stocking crew, a clerk shall be designated and paid as a Head Clerk to direct the work of the Crew.

- c. **Grocery Specialist:** In the Grocery Specialist classification an employee is to be paid as a Head Clerk should they be utilized within this classification in a new or transitioned store (at management discretion).

10.1.4 FOOD AND BEVERAGE DEPARTMENT MANAGER: Acts as a manager over all Food and Beverage operations within the store and is paid at the Bakery and Service Deli Manager rate of pay (at management discretion).

10.1.5 COMBO BAKERY/DELI MANAGER: Conducts the operation of a Combo Bakery/Deli.

10.1.6 MULTI-PURPOSE CLERK: A Multi-Purpose may perform any duties within the store except Head Clerk and Department Specialist.

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

Pension: A pension contribution of fifty (\$0.85) 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.

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-on-line order selection work in any one week.

When an E-Commerce Clerk is used to perform MPC work for an 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.

Seniority: E-Commerce Clerks shall be a separate classification.

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.

10.1.7 SPECIALTY CLASSIFICATIONS: Full-time and/or part-time positions in Specialty Classifications will be created at management’s discretion based upon operating need for these specialty skills in any given store location. Employees who possess and employ specialized skills or talents, and have specific knowledge related to products, process, or systems. These employees may also have responsibility for key department functions and results. Positions will be filled pursuant to Section 6.3.2 “Promotions.” Once an employee is promoted to a Specialty Classification their pay may not be reduced unless demoted as a result of disciplinary action or self-demotion. Notwithstanding the above, employees in Specialty Classifications subject to layoff may step-down to Multi-Purpose Clerk and any hours accrued in the Specialty Classification will be credited to their former progression step(s) if applicable.

10.1.8 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 The Save Mart Companies 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 deliver for e-commerce transactions.

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

PENSION: A pension contribution of eighty-five (\$0.85) 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.

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-on-line order selection work in any one week.

When an E-Commerce Clerk is used to perform MPC work for an 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.

SENIORITY: E-Commerce Clerks shall be a separate classification.

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.

10.2 STORE DIRECTION: During hours a store is staffed, an employee classified as Head Clerk or above will be designated to be in charge. If not, a temporary assignment will be made; and, the employee so assigned will be paid the Head Clerk rate for the hours of the assignment. If an employee works a majority of his shift in this assignment, he shall be paid as Head Clerk for his entire shift.

10.3 DEPARTMENT DIRECTION: In the absence of a Combo Bakery/Deli Manager, Bakery Manager, or Service Deli Manager for a week or more, there shall be an employee designated to be in charge and paid at the department manager wage rate, subject to the employee performing all of the essential functions of the job.

10.4 PREVIOUS EXPERIENCE: If a new employee was an experienced Senior Clerk, or experienced MPC and has been out of the grocery industry no more than five (5) years, he will be allowed to start his pay rate at least at the experienced Multi-Clerk rate of pay (excluding Meat Cutters.)

10.4.1 NEW EMPLOYEES: An employee who fails to accurately list, on an employment application, his approximate number of prior hours of experience in the retail

food industry and, as a result, is improperly classified by the Employer, shall not be entitled to a retroactive wage adjustment if it is subsequently determined that a classification adjustment is warranted.

It is agreed that for new employees that do not qualify for either of the paragraphs above that the employee and the Employer shall determine the appropriate starting rate of pay. In no case will the employee be required to work the hours for the previous steps.

Notwithstanding the above, no such retroactive wage claim shall exceed ninety-one (91) days.

10.5 TRAINING: The Employer will offer training to its employees from time to time as the Employer may deem appropriate and necessary. The Employer currently requires certain basic training for employees and offers optional training for employees who wish to enhance their skills and knowledge.

10.6 SERVICE SPECIALIST

10.6.1 DUTIES: Service Specialist may not stock, prepare, or price merchandise (except carry-backs), operate cash registers, perform normal janitorial work, perform office work, face shelves, or breaks down loads.

10.6.2 INSTRUCTION: The Employer agrees to specifically instruct each Service Specialist upon his employment, in writing, that under no circumstances shall he be allowed to work more than forty-five (45) minutes after the closing of the store to the public or thirty (30) minutes before the opening of the store or to receive, stock, display, check, mark, or perform any duties except as set forth above.

10.6.3 DAILY GUARANTEE: Service Specialist shall be subject to all the provisions of this Agreement except that instead of the minimum work guarantee set forth in this Agreement, when scheduled or called in to work, they shall be provided with at least four (4) hours of work unless restricted by a work permit or by mutual agreement of the Employee and Employer

10.6.4 WEEKLY GUARANTEE: Each Service Specialist shall be offered at least sixteen (16) hours' work in each week. In the event said Service Specialist cannot be scheduled to work or cannot work sixteen (16) hours in the week, he shall not work at all during that particular week.

10.6.5 NO REDUCTION: The employment or continuation of employment of a Service Specialist shall not cause the replacement of an existing regular full-time or part-time Senior Clerk or Apprentice Senior Clerk, nor shall it cause a reduction in the number of hours of work of such Clerks.

10.6.6 BADGES: Service Specialist shall wear badges on their person designating them as a Service Specialist at all times during working hours, and their failure to wear such badge while working shall be considered a violation of these provisions. The Union will submit a written warning to the Employer and employee involved; and in the event of a second violation with the same Employer by the same employee, the Employer agrees to suspend said employee for six (6) calendar months following written notice from the Union to the employee and Employer involved. If the Employer does not furnish the badges, the Union may furnish them.

10.6.7 PENALTY FOR VIOLATION: If a Service Specialist performs any of the duties in Section 10.6.1 it is a violation of this Collective Bargaining Agreement. In the event of violation of this section, the person or persons who directed that the work be performed and the person or persons who performed the work which caused the contract violation shall receive written warnings.

In the event any of the same persons are involved in a second violation within one (1) year from the first infraction, the person performing the work shall be suspended for one (1) week and the person who directed that the work be performed shall also be suspended for one (1) week. If the person directing that the work be performed is not a member of the bargaining unit, the sum of five hundred dollars (\$500.00) will be paid into the UFCW Northern California Employers Pension Trust Fund.

In the event of a third violation within one (1) year from the first infraction by any of the same persons, the person performing the work and the person directing that the work be performed will be suspended for one (1) month. If the person directing that the work be performed is not a member of the bargaining unit, the sum of one thousand five hundred dollars (\$1,500.00) will be paid into the UFCW Northern California Employers Pension Trust Fund.

10.6.8 Step-Up: The parties agree Service Specialists will not be scheduled for Clerk work, but may be used to fill in for call-offs or business influx only when “Multi-Purpose Clerks” within the store are not laid off, reduced in hours of work within a reasonable period of time or use of a Multi-Purpose Clerk would result in the payment of overtime pay. A Service Specialist shall be promoted to Multi-Purpose Clerk upon having worked a total of 520 hours as a “stepped-up” Service Specialist and will be promoted to Multi-Purpose Clerk by the following week’s work schedule. Unless a critical need can be shown due to excessive absenteeism, or other events beyond the control of the employer, in any store where eighty (80) or more hours in a single weekly work schedule have been worked by “stepped-up” Service Specialists, the most senior Service Specialist will be promoted to “Multi-Purpose Clerk” by the following week’s schedule.

10.7 MEAT CUTTERS:

10.7.1 REGULAR FULL-TIME EMPLOYEE: An employee who has completed the sixty (60) day probationary period and is hired to work at least forty (40) straight-time hours per week in five (5), eight (8) hour days.

10.7.2 HEAD MEAT CUTTER REPLACEMENT: Journeymen replacing Head Meat Cutters on their days off shall receive Head Meat Cutter's rate of pay. Only Journeyman shall operate a market as a Head Meat Cutter.

10.7.3 MEAT EXTRA: The wage rate (Hall employee) will be \$2.00 above the appropriate straight time rate for the classification, for all hours worked.

10.8 APPRENTICES (MEAT CUTTERS):

10.8.1 RATIO: Two (2) Apprentices shall be allowed to every one (1) Journeyman Meat Cutter. A Journeyman Meat Cutter shall continue to be defined as an Apprentice who has completed four thousand one hundred sixty hours (4160) hours, with the understanding that this definition will have no application to the New Hire/Promoted wage progression.

10.8.2 SUPERVISION: An Apprentice can work without Journeyman supervision for no more than three (3) hours during his first six (6) months’ apprenticeship period or for more than four (4) hours during his second six (6) months’ apprenticeship period, exclusive of meal periods.

An Employer may establish its own apprenticeship program which can be implemented by mutual agreement of the Company and the Union.

10.8.3 OJT: On-the-job training of Apprentices shall be in accordance with the California Apprenticeship Law (Shelly-Maloney Act) as set forth in the California Labor Code. Both the Union and the Employer will assist in developing sound and uniform Retail Industry-wide Apprenticeship Training Programs.

10.8.4 TESTING: Tests to judge the competency of an Apprentice shall be set up by the Industry Joint Labor-Management Apprenticeship Committee and, by majority vote, its decision shall be final. Said tests shall be conducted jointly by one (1) representative of the Industry and one (1) representative of the Union.

10.8.5 SHELLY-MALONEY: A Joint Advisory Committee consisting of a representative of the State of California, Division of Apprenticeship Standards; an equal number of representatives representing the Employers appointed by Safeway, Raley's, and Save Mart Supermarkets; and an equal number of representatives appointed by the Union to represent all segments of the Retail Meat Industry in Northern California, shall be charged with the responsibility of preparing a uniform Northern California-wide program prior to February 1, 1974, to develop procedures, guidelines, and standards to train apprentices in compliance with the California Apprenticeship Law (Shelly-Maloney Act), Title VII of the Civil Rights Act, and any other applicable federal statutes.

The procedures, guidelines, and standards as developed by the Joint Advisory Committee shall be used by the Joint Apprenticeship Committees to train Apprentice Meat Cutters working under contracts with Union Locals No. 5 and 8-Golden State. If the Joint Advisory Committee is unable to reach mutual agreement, matters in dispute shall be referred to the Regional Director, Region 9, Apprenticeship and Training Division, United States Department of Labor, for settlement.

10.9 MEAT CLERKS (CLASSIFIED AS MULTI-PURPOSE CLERKS):

10.9.1 PRIMARY DUTIES: Meat Clerks may wrap, weigh, price, and stock fresh, chilled, or frozen meat; fresh, chilled, or frozen poultry; fresh, chilled, or frozen fish as well as cold and smoked meats and, in addition thereto, may display and dispense frozen meat; fresh, chilled, or frozen poultry; fresh, chilled, or frozen rabbits; fresh, chilled, or frozen fish, as well as cold and smoked meat, provide relief in the Fish Department, and may also act as Demonstrator.

10.9.2 ADDITIONAL DUTIES: Meat Clerks may take bell calls (contact the customer, serve the customer, relay the orders to the Meat Cutter, wrap the merchandise, and give it to the customer), and may also keep the meat cases tidy, clean the glass, empty cases, and empty trays.

In addition, the Meat Clerk may keep the counter neat and clean, fill the counter, replace trays of meat including boating, wait on the trade, collect money, give change, cut a steak or roast which has already been processed by a Meat Cutter to size in order to serve a customer, modify any prepared cut to suit a customer, and use the slicing machine, cube steak machine, and grinder to serve the customers.

Any employees that are currently performing these described duties at whatever rate of pay they are currently receiving will not be reduced by virtue of this expansion of duties.

10.9.3 APPRENTICESHIP: Meat Clerks desirous of entering the Meat Cutter Apprenticeship Program shall make their desires known to the Company, in writing, and such employees shall receive consideration for such training and, if selected,

attend the apprenticeship training program. Said Meat Clerks entering apprenticeship training shall be given a thirty (30) day trial period. To the extent permitted by law, and in compliance with the terms of this Agreement, it is the intent of the parties to see that all minorities are given an opportunity to move into all classifications of work covered by this Agreement. Consistent with this objective, qualified Meat Clerks will be given preference by seniority over other applicants for such work.

A Meat Clerk covered under this Agreement who enters the apprenticeship program or is promoted to the Meat Cutter classification will move to the closest step progression that represents an increase from their current rate of pay and the employee will not be required to make up the hours of the previous steps. Said Apprentice will then progress through the Apprentice steps to Journeyman. After completing the thirty (30) day trial period, all acquired Company seniority shall be applied to the employee's new classification.

10.10 DEMONSTRATORS: The work of demonstration shall be defined as; the demonstration of food or product (which may include preparation), the assisting of customers in locating product presented in the demonstration or the helping of customers with food preparation or food paring. No demonstrator will perform any work in the Employer's store other than the product in which they are demonstrating including, but not limited to, being involved in the stocking of product or the operation of any check stand register or the preparation of food excluding the product being demonstrated. Demonstrators will provide their own food preparation equipment.

10.11 TWO CLASSIFICATIONS: Unless otherwise provided herein, the Employer may require any employee to do work within the duties of any classification, in which event such employee shall be classified and paid for the entire shift under that classification which pays the highest wage; except that where any employee of a higher classification is relieved for a meal period, or the mere occasional or incidental performance of the duties of a higher classification, shall not be construed as entitling the employee to the pay of the higher classification.

10.12 TRAVEL ALLOWANCE: An employee who is hired to work on a full-time basis in one store, who is temporarily assigned to relief work in another store, shall be entitled to reimbursement for the following travel expenses:

1. Mileage for the extra travel resulting from such assignment, or established bus or taxi fare if so designated by the Employer, according to the amount provided for under the Internal Revenue Service regulations. Increase in the amount provided for under Internal Revenue Service regulations shall be effective the date such increase is to be effective under the Internal Revenue Service regulations or the week following notification to the Employer by the Union, whichever is later;
2. Reasonable allowance for board and lodging when required to stay away from home overnight; and
3. Necessary out-of-pocket expenses such as bridge tolls and parking fees.

The above provisions shall not apply to an employee who is hired for or regularly assigned to relief work or to work in different stores on different days of the week to achieve additional available hours.

10.13 TRANSPORTATION: Any employee who is required by the Employer to perform his regular duties in more than one (1) store in any day shall be reimbursed for necessary out-

of-pocket and mileage expenses as provided for above. No such transfer shall be made in a manner to interfere with the lunch hour of the employee so transferred, and all time consumed in travel from one store to another shall constitute a part of the regular day's work of the employee.

10.14 TRANSFER OR REMOVAL OF WORK: No work now being performed by employees in the unit covered by this Collective Bargaining Agreement shall be transferred or removed from the unit without consultation and negotiation with the Union and unless the transfer or removal of such work is required for the purpose of promoting improved operating techniques, technological changes, automation or other factors connected with more efficient operations, as distinguished from reasons connected with securing the performance of such work at lower rates of pay or under less favorable employment conditions.

10.14.1 Where, as a result of such consultation and negotiation, it is determined that the transfer or removal of any work is justified upon the considerations set forth above, the parties shall seek to determine the extent of the work transferred or removed and the number of jobs or hours of work to be lost by the Union members affected. Based upon such findings, the following remedies shall be applied:

1. Any employee losing hours of employment by reason of such transfer or removal of work shall either be compensated at his regular rate of pay for such hours or he shall be given other comparable employment by the Employer in the area covered by this Agreement at compensation equal to that received by him prior to the work transfer. If the comparable employment is within the bargaining unit, then he shall retain his seniority and other benefits under this Agreement.
2. The Employer shall attempt to provide any employee losing his job as a result of any such transfer or removal of work with other comparable employment in the area covered by this Agreement without loss of pay, status, seniority, or other benefits. Any employee not receiving such other employment shall receive one (1) week's severance pay for each year of service with the Employer; provided that, if an employee receives such comparable employment outside the bargaining unit and does not remain in such employment for at least thirty (30) days, he shall receive the full severance pay provided for herein.

10.14.2 LOSS OF WORK: Any employees who lose work or employment as a result of the failure of the Employer to observe the requirement provided for herein for consultation and negotiation concerning transfer or removal of work shall be entitled to full pay at their regular rate of pay for all such loss of work or employment.

10.14.3 ELECTRONIC CHECK OUT: Notwithstanding the above, it is agreed that should the Employer intend to institute electronic checkout systems which would have direct, material impact on employment covered by this Agreement, the Employer shall give the Union at least sixty (60) days' written, advance notice by certified or registered mail setting forth the nature of such intended changes and/or methods of operation.

Upon written request by the Union, negotiations shall commence with respect to the following subjects: rates of pay for new jobs which might be created; transfer to comparable work, within or outside the bargaining unit; or the disposition of displaced employees resulting from the institution of such new methods.

In the event the parties do not reach agreement within such period, then all unresolved issues as set forth above shall be submitted to final and binding arbitration. It is not the intent of the parties that such negotiations or arbitrations

will in any way jeopardize the efficiencies and increased productivity to be gained by the installation of such systems. The arbitrator shall be selected in accordance with the provisions of Section 21 Adjustment and Arbitration of Disputes hereof.

The parties further agree that the arbitrator's decision shall be final and binding, and that there will be no strike, work stoppages, lockout, or economic action of any sort or form employed by either party in connection with or arising out of any dispute concerning or related in any way to the operation of this section.

It is agreed and expected that the parties will exert every effort to accomplish the foregoing within the sixty (60) day allotted period, but failing to do so shall not prohibit or in any way impede the Employer from installing or effectuating any such new methods, systems, or equipment upon the expiration of the allotted sixty (60) day time period, unless such period is extended by mutual written agreement. The decision of the arbitrator or the parties shall be effective on or retroactive to the date such new methods are installed. The cost of the impartial arbitrator shall be borne equally by the parties.

SELF-CHECKOUT: The Employer may have at its discretion a multi-unit self-checkout check stand per store. If the Employer wants to introduce a second multi-unit self-checkout check stand, the parties will agree to negotiate over the effects of the introduction of a second unit per store.

SECTION 11. HOLIDAYS

11.1 The following days shall be recognized as paid holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

11.1.1 WORK: In the event the employees shall be obligated to work on any of the above holidays, they shall be paid at the rate of two (2) times the straight-time rate of pay, in addition to the normal holiday pay regardless of the day of the week upon which the holiday falls, except as provided in Section 7.2.3(4).

If the Employer elects to open on New Year's Day, Labor Day, or Thanksgiving Day, the store shall be staffed with volunteers. If more employees than are needed volunteer, assignment shall be by seniority. If an insufficient number of employees volunteer, assignment shall be by inverse seniority.

If the Employer chooses to be open on Christmas Day, the store will be staffed by seniority with volunteers. No employee will be required to work on Christmas Day.

11.1.2 EMPLOYEE'S BIRTHDAY: Employees shall receive pay for said holiday as if worked. Each employee shall give his Employer notice of his birthday at least two (2) weeks prior to the week in which the birthday occurs.

Such birthday holiday shall be enjoyed by the employee on the actual day of his birthday or on another day mutually agreeable to the employee and the Employer.

If an employee's birthday falls on a day which is otherwise considered as a holiday, he shall receive an additional day off for the birthday in addition to the holiday on which it falls.

11.1.3 ANNIVERSARY DATE OF EMPLOYMENT AND FLOATING HOLIDAY: The anniversary date of employment holiday and the floating holiday shall be enjoyed by regular employees in accordance with the observance procedures governing

the employee's birthday holiday. Upon entitlement, the floating holiday shall be taken by mutual agreement of the Employer and employee.

- 11.1.4 SENIORITY HOLIDAYS:** Employees with at least twenty-five (25) years of service with the Employer will receive two (2) additional floating holidays each year. The first (1st) holiday will be earned on May 1 of each year, and the second (2nd) holiday will be earned on September 1 of each year.
- 11.1.5 HOLIDAY PAY OUT:** Store Management will have the ability to assign personal and floating holidays for employees who have not taken such holidays prior to March 1st. Employees not exercising the use of their personal and floating holidays will be paid out on March 1st following the calendar year in which they were earned. The additional sixty (60) days beyond the calendar year in which the floaters were earned is intended to allow employees the opportunity to take the time off they otherwise may not have had the opportunity due to the busy holiday season.
- 11.2 GOOD FRIDAY:** No employee will be refused time off between the hours of 12 noon and 3 p.m. on Good Friday for the purpose of attending religious services. An employee taking such time off will receive straight-time pay for scheduled working time during this period and shall not be required or permitted to make up such time off.
- 11.3 OTHER HOLIDAY OBSERVANCE:** Where the Employer closes its store to the public on any day of special religious significance or on any legal holiday other than those listed above, it is understood that the Employer shall reschedule its regular full-time employees to work their normal number of working hours that week.
- 11.4 HOLIDAY WEEK:** Any employee who has reported for work on his scheduled working day immediately preceding and his scheduled working day immediately following a recognized holiday, except when permission to be absent has been granted by the Employer or when the absence is due to a bona fide illness of the employee, shall receive holiday pay at his regular rate of pay. It is understood that in order to qualify for holiday pay an employee must work at least one (1) workday during the week in which the holiday falls.
- 11.5 PART-TIME EMPLOYEES:** Holiday pay for employees who work less than forty (40) hours shall be based on twenty percent (20%) of the employee's average hours worked per week in the six (6) weeks immediately preceding the holiday or the number of weeks worked if less than six (6); except that in computing pay for the New Year's holiday, the same period of time used in computing pay for the Christmas holiday shall be used.
- 11.6 PROBATIONARY EMPLOYEES:** Probationary employees are not entitled to any paid holidays. Entitlement to the birthday holiday shall commence with the employee's first birthday following the completion of twelve (12) months of employment with the Employer. An employee hired after the 2005 ratification date shall not be entitled to the floating and anniversary date of employment holidays until the completion of three (3) years of employment.
- 11.7 EXTRA WORKERS:** Extra Workers are not entitled to holiday pay except when an Extra Worker works the four (4) days in the week of a holiday shall be paid for the holiday, but in such event the day of the holiday shall be paid eight (8) hours at the regular scale and not the extra scale.

SECTION 12. VACATIONS

- 12.1** All employees who have been in the service of the Employer for one (1) year, twelve (12) consecutive months, shall be granted a minimum of two (2) weeks' vacation annually with pay. Such employees who have been in the service of the Employer for five (5) years or more shall receive three (3) weeks' vacation annually with pay. Such employees who have been in the service of the Employer for fifteen (15) years or more shall receive four (4)

weeks' vacation annually with pay. Such employees who have been in the service of the Employer for twenty (20) years or more shall receive five (5) weeks' vacation annually with pay.

Notwithstanding the foregoing, all employees hired after February 11, 2005, who have been in the service of the Employer for one (1) year, twelve (12) consecutive months, shall be granted one (1) week of vacation annually with pay and shall be granted two (2) weeks of vacation annually with pay after three (3) years of continuous service with the Employer. Such employees who have been in the service of the Employer for five (5) years or more shall receive three (3) weeks' vacation annually with pay. Such employees who have been in the service of the Employer for fifteen (15) years or more shall receive four (4) weeks' vacation annually with pay. Those employees who have been in the service of the Employer for twenty (20) years or more shall receive five (5) weeks' vacation annually with pay.

12.2 CONTINUITY: All loss from employment because of reasonable absence from work through sickness or other emergencies, or temporary layoff, not exceeding thirty (30) calendar days, shall be considered as time worked for the purpose of determining the length of employment.

12.3 PAY AND SPECIAL PROVISIONS: For the purpose of computing or prorating vacation earnings, two percent (2%) of the employee's earnings for the previous year equals one (1) weeks' vacation pay; four percent (4%) of the employee's earnings for the previous year equals two (2) weeks' vacation pay; six percent (6%) of the employee's earnings for the previous year equals three (3) weeks' vacation pay; eight percent (8%) equals four (4) weeks' vacation pay and; ten percent (10%) of the employee's earnings for the previous year equals five (5) weeks' vacation pay.

Vacation pay shall be computed on the employee's W-2 from earnings for the prior calendar year excluding lump sum vacation payouts in the previous year and any bonus payments. The first year of employment shall be computed on total earnings during the first anniversary year of employment and, when an employee terminates, it shall be computed on his earnings from the employee's anniversary date employment to his termination date.

NOTE: The revised vacation calculation above will become effective January 1, 2021.

Vacation accruals will be paid within two (2) weeks of anniversary date for all vacation wages earned.

12.4 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.

Notwithstanding the foregoing, newly hired employees with over ten (10) years of Industry time will receive three (3) weeks of vacation after twelve (12) consecutive months of employment with the Employer; four (4) weeks of vacation after five (5) years of employment with the Employer; and, five (5) weeks of vacation after ten (10) years of employment with the Employer. Employees with industry time must provide a letter to the Employer from the Union Employer Benefit Trust Fund substantiating their industry time worked.

12.5 NEW EMPLOYER: Vacation seniority, defined as the length of an employee's service which determines the length of vacation to which he is entitled, shall not be affected by the sale or transfer of the store in which he works. Employees who continue in employment with a new Employer acquiring a store shall have their service prior to the time of acquisition credited by the new Employer.

The new Employer shall be obligated to make vacation payments after the acquisition in accordance with the employee's service with the new Employer.

The former Employer shall pay each of its employees earned vacation prorated to the time of the sale or transfer of the business.

However, if the selling or transferring Employer fails to comply, then the Employer who takes over or purchases the store shall assume the pro rata obligations.

12.6 SCHEDULE: The Employer agrees to post the available vacation dates for each classification by January 1st of each year. If an employee fails to exercise his vacation selection right by February 1st, or has lost his 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 vacation by March 1st, that employee's vacation period will be assigned by the Employer. The Employer will post a copy of the final approved vacation dates. Employees will be allowed to "book-end" days off either before or after vacation weeks provided the request is made two (2) weeks in advance. Employees may also be allowed to work in lieu of taking vacation time.

12.6.1 GRANTING: Vacation periods shall be granted between January 1st and December 31st of each year. At least ten (10) days' notice of the date, of vacation shall be given each employee (except as provided in the next paragraph). When a holiday falls during an employee's paid vacation, such employee shall receive an additional day's vacation with full pay.

Notwithstanding the above, the Employer may block or limit the number of vacation weeks (weeks and/or days) granted out of five (5) weeks between the months of November 1 and March 1. However, in the case of Meat Cutters, the Employer may block out five (5) weeks throughout the entire year with no more than one (1) week blocked out in any month.

For the selection of vacations, the Head Meat Cutter and Meat Cutter classifications shall be considered as one classification.

After the completion of one (1) year of employment, if the employee is scheduled to take his time off prior to his anniversary date then, in that event, a pro rata payment, based upon Company service, shall be made at that time and the additional amount will be paid at the time of his anniversary date. As long as no weeks during the vacation period are blocked out, the Employer has the right to limit the number of employees on vacation at any given time.

12.7 PRO RATA: 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.

12.8 CONTINUOUS: All vacations shall be taken in one (1) continuous period. Employees, at their option, shall be entitled to an additional week's vacation without pay; in all such cases, however, the employee shall give the Employer at least ten (10) days' notice prior to leaving for the paid vacation.

12.9 VARIATION: Notwithstanding the above provisions, employees entitled to three (3), four (4), or five (5) week vacations shall be allowed to take them in one or two periods such as: two (2) two-week periods; two-week and one-week periods; three-week and one-week periods; three-week and two-week periods; four-week and one-week periods; provided such vacation schedule shall be approved by the Employer, the employee involved, and the Union.

The Employer will permit employees with at least 2 or more weeks of vacation to use one (1) week of vacation in daily increments in any combination.

SECTION 13. GENERAL PROVISIONS

- 13.1 SAFETY RULES:** Safety rules pertaining to the conduct of employees shall be conspicuously posted by the Employer in its place of business, and the Employer shall maintain in its meat department and in the store a fully equipped first-aid kit.

All first-aid kits shall be maintained so as to contain the following:

NO COTTON

1. packages of 2" compress bandages - 4 per package
2. 1 package 4" compress bandage - 1 per package
3. 1 ammonia inhalants (10 tubes)
4. Tincture of methylate swabs, 10 pkgs
5. 1 sterilized gauze 25 x 2 or equal
6. 1 tube burn ointment
7. 1 - 4" bandage scissors
8. 1 - 3½" tweezers
9. 1 tourniquet
10. 1 - 1 oz. dropper bottle boric acid solution for eyes
11. 1 roll adhesive tape ½" or 1"
12. First-aid manual

Where employees are required to work after dark, the Employer shall provide the use of a lighted parking area in the immediate vicinity of the store.

Working conditions which are injurious to the health or safety of the employees shall be directed to the attention of the Employer, at which time the Employer shall immediately investigate the alleged condition, shall meet with representatives of the Union to discuss the alleged condition, and shall immediately take the necessary steps and measures to correct such condition.

Employees 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 preventive equipment.

- 13.2** The Employer agrees to comply with prevailing federal and state regulations. Company rules will be furnished to the Local Union upon request.
- 13.3 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 this Agreement.
- 13.4 BONDING:** Whenever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, premiums for the same shall be paid for by the Employer. No cash deposits, cash, or real property bond shall be required of any employee.
- 13.5 FLOOR COVERING:** Wood or suitable floor covering shall be provided for on all concrete floors behind check stands and behind the meat counter.
- 13.6 UNIFORMS:** Where the Employer desires the wearing of a uniform and/or head covering, the Employer shall furnish the same without cost to the employee. The Employer shall also

provide for the maintenance of such wearing apparel, except if the Employer furnishes drip-dry uniforms, the employee shall maintain such uniforms.

E-Commerce Clerks will be provided a distinct uniform, shirt or badge to distinguish them from other employees.

Shirts and/or ties will be supplied only if the Employer specifies both the color and the specific style. Specific style shall be defined as collar style, sleeve length, and fabric content. Once implemented, there shall be no change in color unless by mutual agreement.

13.6.1 SPECIAL WEAR: It is also understood if an employee is required by the Employer to purchase or rent a special costume or unusual clothing not part of his existing wardrobe, the Employer shall reimburse the employee for any reasonable and necessary cost involved or furnish the required costume or unusual clothing to the employee without cost for the period of time the requirement is in effect.

In each market which utilizes the "sage" sanitation system, protective wearing apparel will be provided by the Employer with the understanding that employees using said protective apparel shall be responsible for returning it to its proper place.

Employees required to work in refrigerated rooms or in and out of cutting rooms or coolers shall be permitted to wear slacks, sweaters, or other suitable clothing to adequately protect them from cold and dampness while working in such rooms. Employees who are assigned to continuous work in freezers will not be required to remain therein more than fifty (50) minutes out of each hour.

Employees who are required by the Employer to use clothing or boots other than those provided for in the preceding paragraph shall have such clothing or boots supplied by the Employer. The Employer shall provide rain jackets.

Additionally, employees will be allowed to wear appropriate clothing to protect from the cold in accordance with the Employers Dress Code policy.

13.7 TOOLS AND EQUIPMENT: The Employer shall furnish all the required equipment and tools, except for meat cutting tools, necessary for the employment, without cost to the employee. All grinding of tools and sharpening of saws shall be at the Employer's expense.

13.8 PAYDAY AND DEDUCTIONS: Employees shall be paid at least once each week, on Fridays. Pay may be provided electronically or via pay card. Electronic pay or pay card statements will be available for viewing by 8:00 AM on Friday. The Employer shall furnish each employee with a weekly itemized wage statement that lists all items required by California law, including showing the employee's name, hours of work, overtime if any, total wages paid, and list of deductions made. The Employer will offer direct deposit on a voluntary basis and the Union agrees to encourage employees who are able to take advantage of it to do so.

Extra Workers who are not paid on the next normal payday will be paid within the timeframes by California law and will receive their pay and itemized wage statement by mail or by direct deposit. It shall be the obligation of the Extra Worker to provide his current mailing address and/or direct deposit information to the Employer.

13.9 BULLETIN BOARD: 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 Director of Employee and Labor Relations. Under no circumstances may bulletin boards be used to post notices of a political or adversarial nature. Employer's Director of Employee and Labor Relations will coordinate the implementation of this program.

13.10 COMPANY RULES: In the event the Employer establishes rules for its employees, such rules shall be reasonable, not inconsistent with the terms of the Collective Bargaining Agreement, and shall be furnished to the Union upon request.

When Company rules are changed or modified, a copy of such changes shall be supplied to the Union within ten (10) days following the implementation of any changes or modifications. For the purpose of this Section, the changed or modified rules, which are to be provided to the Union, are those rules contained in the Employee handbook, which is typically distributed to newly hired employees. These rules include, but are not limited to, dress code, attendance, conduct at work, employee purchases, insubordination, tobacco and alcohol sales, harassment and other similar rules as set forth in the employer's handbook.

Rules or policies promulgated by the Employer shall not be construed or enforced to unlawfully prohibit or restrict employee rights under Section 7 of the National Labor Relations Act, as amended, as they relate to this bargaining unit during the term of this Agreement.

13.11 UNION BUSINESS: Upon written request of the Union, employees shall be allowed time off without pay for the purposes of attending Agreement negotiations, Adjustment or Arbitration board hearings, or for other bona fide Union business. In all such instances, the Employer shall be notified not less than three (3) days in advance of such absence and the number of employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the Employer's business.

The Employer agrees to schedule any employee who is an officer or a representative of the Union, in any capacity of the Union, hours of work that will permit him to attend the meetings of the Union, provided that it does not exceed one (1) employee per store or two (2) meetings per year. The Employer further agrees that these representatives will not suffer any loss in their normally scheduled hours in the week that they attend said Union meetings. It being understood that in doing so the Employer shall not be placed in a position of violating this Agreement or having to pay any penalty for improper scheduling. The Union agrees that it will give the Employer seven (7) days' advance notice of the date and time of the meeting referred to above. This provision shall also apply to new members who are required to attend meetings for the purpose of completing their obligations as members of the Union.

The Employer recognizes the right of the Union to appoint Store Stewards. The Employer agrees to schedule up to three (3) Store Stewards, based on store size and volume, designated by the Union, a day off, at the employee's daily straight-time rate based on the average daily hours worked in the pay period preceding, not to exceed eight (8) hours, 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.

No employee shall be discriminated against for membership in or legal activity on behalf of the Union.

Should an employee be notified by a representative of management that he will be subject to an investigative interview conducted by a Loss Prevention Agent and/or Human resources Manager, which may lead to the employee being disciplined, the Company will advise the employee that he has the right to Union representation.

13.12 JOB INJURY: When an employee is injured on the job and reports for medical care and it is certified that he is unable to continue work, he shall be paid the basic straight-time rate of pay for the hours not worked on the day of injury.

13.13 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.

13.14 PAYROLL DATA: In the event the Union has information that the Employer has violated provisions of this Agreement relating to rates of pay or the payment of health and welfare, pension, and sick leave contributions, the Employer agrees to supply the Union with the necessary payroll data.

13.15 JURY DUTY OR COURT APPEARANCES: Employees required to perform jury duty or to appear in court or the police department on behalf of their Employer shall receive their regular straight-time pay during such jury duty or such appearances, less jury pay or witness fees received.

Employees performing jury duty shall have their schedule changed so that their shift begins at the time of reporting for such jury duty.

Employees regularly scheduled for night work shall be rescheduled to a day shift for the period of jury duty service.

It is understood that time spent in awaiting impaneling for jury service is to be considered covered time under this provision.

Employees shall 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 half of the daily shift. Failure to report shall render null and void any claim for jury service for that day.

The rescheduled work shift, when combined with time spent for jury service or court appearances, is not to exceed a total of eight (8) hours when in reasonable control of the Employer.

Otherwise, the overtime rate of one and one-half (1½) times the employee's straight-time hourly rate of pay shall apply for all time in excess of the combined total of eight (8) hours. The employee shall supply the Employer with verification of the time spent and fees paid for jury duty services.

If an employee appears in court or the police department on behalf of the Employer on his days off, he shall receive his 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 workweek under the terms of this Agreement.

13.16 LEAVES OF ABSENCE: Leaves of absence 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 Disability Leave Act.

13.16.1 SICKNESS AND NONINDUSTRIAL INJURIES: Up to twelve (12) months after one (1) year's employment.

13.16.2 INDUSTRIAL INJURIES: Up to twelve (12) months for any employee incurring an industrial injury after his first sixty (60) days of employment and who has less than three (3) years' seniority at the time said leave of absence commences.

Up to eighteen (18) months for any employee who has three (3) or more years' seniority at the time said leave of absence commences.

13.16.3 PERSONAL LEAVES: Leaves up to thirty (30) days after one (1) year of employment for compelling personal reasons to be agreed upon by the parties, such leaves shall be requested and granted in writing.

13.16.4 UNPAID SABBATICAL LEAVE: MPC Clerks are entitled to sabbatical leaves in increments of one (1), two (2), three (3), four (4) or a maximum of five (5) consecutive years. MPC's must have at least five (5) years of employment; not been on an active leave for at least six (6) months; not allowed to extend current approved leave of any kind; Sabbatical leaves can only be taken in one (1) year up to five (5) years, in one (1) year increments; the employee may not work for a competitor while on an approved sabbatical leave. Upon the completion of a sabbatical, an employee will not be eligible for another sabbatical until having returned and worked one full (1) year.

Requests will be made by the employee, sixty (60) days prior to the start of the sabbatical leave and will be granted in writing by the employer. A notice of less than sixty (60) days may be agreed to by mutual agreement of the employee and the employer. Sabbatical leaves, once granted, may not be rescinded or extended unless agreed to by the employer, and remain in effect until the expiration of the agreed upon leave. An employee returning from sabbatical leave will inform their

employer in writing, with a copy to the Union, between sixty (60) days and thirty (30) days in advance of their scheduled return. Failure by the employee to provide such return notification will be deemed as a voluntary quit.

No employee returning from a sabbatical will suffer a loss or gain of seniority, and upon their return will be paid at the hourly rate of pay and entitled to all terms and benefits currently in effect of the classification at the time of their return. Sabbatical leave will be considered a leave of absence and will not result in a break in service for the purposes of pension and healthcare eligibility, nor shall it result in healthcare or pension benefit accrual.

Excluded classifications may be eligible by mutual agreement of the employee and employer.

In the event the number of employees requesting a sabbatical is substantial enough to materially impact the staffing of a store, the employer may limit the number of employees on sabbatical.

13.16.5 At the end of any period of such leave of absence for illness or injury, an employee shall be restored to employment with the Company with full seniority to a position comparable to the one he held immediately prior to such leave of absence.

13.16.6 The foregoing notwithstanding, no employee shall suffer loss of seniority because of absence due to illness of fifteen (15) working days or less.

13.17 FUNERAL LEAVES:

13.17.1 PART-TIME FUNERAL LEAVE: Part-time employees shall be entitled to funeral leave pay for the actual day of the funeral if scheduled to work on said day.

13.17.2 FULL-TIME FUNERAL LEAVE: When a regular full-time employee on the active payroll is absent from work for the purpose of arranging for or attending the funeral or service of a member of his immediate family, as defined below, the Employer shall pay him for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three (3) days, provided:

1. The employee notified the Employer of the purpose of his absence on the first day of such absence;
2. The day of absence is one (1) of up to the three (3) days commencing with the day of such death or the day immediately following the day of such death. Requests for such paid funeral leave entitlement after one week from the date of death will be granted up to sixty (60) days from death, but the request must be in writing.
3. The absence occurs on the day during which the employee would have worked but for the absence;
4. The employee, when requested, furnishes proof satisfactory to the Employer of the death, his relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral.

For the purpose of Subsections 13.17.1 and 13.17.2 above, a member of the immediate family means the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, stepmother, stepfather, and stepchildren, grandparents, and grandchildren and Registered Domestic Partner.

13.18 RETURNED CHECKS: Where the Employer has a posted or published a check-cashing policy, the employees shall conduct themselves accordingly; and when an employee

follows such policy, he shall not be held financially responsible for returned checks other than his own personal check nor shall he be expected or required to locate the check-cashing customer.

SECTION 14. HEALTH AND WELFARE AND SICK LEAVE

14.1 EMPLOYER ACCEPTANCE: The Employer agrees to accept and be bound fully by the terms of that certain Declaration of Trust dated August 26, 1963, providing for the UFCW Northern California Health and Welfare Trust Fund as the same may be applicable to the Welfare Plan therein provided for, and any amendments thereto. The Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

14.2 EMPLOYER CONTRIBUTION RATES: Effective upon ratification the Employer agrees to provide the same level of coverage and make the same contributions as is provided in the Major Employers' (Safeway/Save Mart/Raley's) UFCW Retail Grocery Agreement (Major Employers' Agreement) in effect at that time and in the future. The current benefit design is subject to change based on future contract changes in the Major Employers' Agreement and/or Trustee action. Any and all modifications in coverage, contribution rates, benefits, etc. adopted by the Board of Trustees of the Plan shall be effective on the same date(s) such modification(s) become effective for all other employers in that plan design.

The Employer also agrees to the contribution rates set forth below unless changed by future contract changes in the Major Employers' Agreement and/or Trustee action, as described above.

The contribution rate will remain \$6.95 and increase to \$7.35 for December 2023 contribution hours payable in January 2024.

Such contributions shall be made on all straight-time hours worked, including Sundays, and/or hours compensated, such as vacations and holidays. Contributions shall be made on or before the 20th of the month for covered hours worked during the previous 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 eighty (2,080) straight-time hours in any calendar year.

RETIREE HEALTH AND WELFARE CONTRIBUTIONS: The percent of active contribution used to fund the retiree benefits is and will continue to be sixteen percent (16%).

14.3 PROMPT PAYMENT: The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Health & Welfare Plan, and inasmuch as beneficiaries under the Plan are entitled to 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 Fund and to the Plan which would result from the failure of an individual Employer to pay such monthly contributions in full within the time provided; therefore, the amount of damage to the Fund and Health and Welfare Plan resulting from any such failure shall be presumed to be the sum of Twenty Dollars (\$20.00) per delinquency, or 10% of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of One Hundred Dollars (\$100.00) per delinquency, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contributions become delinquent, and shall be in

addition to said delinquent contribution or contributions.

Notwithstanding the above, interest on unpaid contributions will accrue at the rate of 10% per annum, commencing with the first day of the month following the month in which the contribution is due. In addition, if legal action is pursued to collect delinquent contributions, the statutory provisions in ERISA will apply and liquidated damages shall be assessed in an amount equal to the greater of 20% of the unpaid contributions at the time the legal action is commenced or interest at the above rate on the unpaid contributions from the due date through the date the contributions are paid. The Trustees shall have the authority to adopt and to amend from time to time written Delinquency Collection Procedures which shall specify the interest, liquidated damages and other amounts to be assessed on any delinquency, and the procedures for collecting same and such Procedures shall be binding on the employer.

- 14.4 HEALTH PLAN BENEFITS:** A detailed summary of health plan benefits can be found in the Summary Plan Description document available through the UFCW Employer Benefit Trust Fund.
- 14.5 ELIGIBILITY:** The bargaining parties direct the Trust Fund Office to work with a member, union or employer representatives' verbal or written request to allow, at the employee's request the employer to pay any vacation and/or holiday pay in the employee's bank and make the associated benefit contributions necessary for the employee to be eligible for health and welfare benefits in that month.
- 14.6 LEGISLATION;** In the event of legislation providing health and welfare or sick leave benefits which are also provided for under this Agreement, Trustees are directed to amend the plan document immediately, deleting duplicated benefits. If by reason of the elimination of duplicated benefits there is a savings to the Employer and the Fund, after the cost thereof is set off against the cost required of the Employer to finance said benefits, the Trustees shall meet no later than thirty (30) days from the effective date of the legislation to determine how said savings shall be used by the Fund. If the Trustees fail to reach an agreement they shall proceed, under the Trust Agreement, to decide such deadlock within seventy-five (75) days of the effective date of the legislation. Any cost reductions to the Employer and the Fund attributable to a cost required of the employee under the legislation will be passed on to the employee through other health and welfare changes. In the event Medicare becomes secondary in the application of the retiree benefit plan the Trustees will take immediate and remedial action to protect the financial integrity of the Plan.
- 14.7 COST CONTAINMENT:** The Trustees are authorized and directed to study and expand cost containment programs where appropriate, for both the active and retiree plans.
- 14.8 RETIREE BENEFITS:** The Collective Bargaining parties recognize that Retiree Health and Welfare Benefits are not vested benefits. Pursuant to this Agreement, a contributing Employer's sole and only obligation is to contribute, during the term of this Agreement, the specific contributions required under this Agreement. Despite the adoption of a Plan of Benefits that may currently be available to Plan participants, the Employer's liability for any and all health and welfare benefits, including Retiree Health and Welfare Benefits, shall be limited to the contribution specified in this Section, and for the period of this Agreement. The parties authorize and direct the Trustees of the Health and Welfare Plan to take the necessary action to assure compliance with the terms of this paragraph.
- 14.9 BUSINESS EXPENSE:** It is understood that the provision for a Health and Welfare,

Dental, Vision Care, Drug and Sick Leave Plan(s) is being entered into and continued upon the condition that all payments shall be deductible in the year in which the contribution is made as a business expense 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 state revenue or tax laws.

14.10 SICK LEAVE: All employees shall be provided with twenty-four (24) hours or three (3) days of paid sick leave upon hire and thereafter shall be provided an additional twenty-four (24) hours or three (3) days of paid sick leave annually on January 1. Paid sick leave may be used after ninety (90) days of employment for any of the reasons set forth below. In addition to the annual lump sums provided above, full-time employees shall accrue additional paid sick leave at a rate of two (2) hours for every month worked.

1. Paid sick leave may be used for:
 - a. Diagnosis, care or treatment of an existing health condition or preventive care for an employee's family member.
 - b. For an employee who is a victim of domestic violence, sexual assault, or stalking.
 - c. Paid sick leave benefit payments will commence on the first day of the absence and may be used in partial day increments of two (2) hours or more.

14.11 INDUSTRY SICK LEAVE USE: All employees who have been employed for a contributing Employer shall be entitled to sick leave with pay. Sick leave for a full-time employee shall accrue at the rate of six hours per month, thereafter, not to exceed a maximum of three hundred and sixty (360) hours. Part-time employees will accumulate sick leave credits on a pro rata basis.

The Employer is agreeable to work with the Trust Fund in developing a system for reporting hours regarding accumulated sick leave and accumulated vacation for terminated employees.

14.12 INDUSTRY SICK LEAVE ACCRUAL:

Employees 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

New employees will be eligible to use sick leave once they are eligible for health & welfare benefits.

INDUSTRY SICK LEAVE ACCUMULATION; PAYOUT:

1. Eligibility: In order to be eligible for a sick leave payout, an employee must have

the maximum of three hundred and sixty (360) hours accumulated sick leave as of December 31.

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.

- 14.13 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 UEFT and subject to the rules of the governing plan.

SECTION 15. PENSION

- 15.1 EMPLOYER ACCEPTANCE:** The 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 as the same may be applicable to the Pension Plan therein provided for, and any amendments thereto. The Employer hereby acknowledges receipt of a copy of said Declaration of Trust.
- 15.2 EMPLOYER CONTRIBUTIONS:** Trustees are to modify the pension rehabilitation plan to require contributions at the rate of \$2.94 for the duration of the agreement.
- 15.3 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 will receive credit for hours even though contributions are not required.
- 15.4 PROMPT PAYMENT:** The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the 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 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 Fund and Pension Plan resulting from any such failure shall be presumed to be the sum of twenty dollars (\$20.00) 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 (\$100.00) per delinquency, which amount shall become due and payable to the 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.
- 15.5 BENEFITS:** The Trustees are authorized and directed to modify benefits in accordance with the following provisions, and otherwise in accordance with the provisions of this Agreement:

Effective January 1, 2012 future benefit accrual rates will be:

1. For the first ten years of benefit credit the benefit accrual will be \$30.30.
2. For all years of benefit credit after the first ten years the benefit accrual rate will be \$40.41.

A detailed summary of pension benefits can be found in the Summary Plan Description document available through the UFCW Northern California Employers Joint Pension Trust Fund.

- 15.6 OTHER PLANS:** The Employer retains the exclusive right to alter, amend, cancel, or terminate any presently existing Company-sponsored pension plan or employee retirement plan which existed prior to the establishment of the Pension Fund, provided that the effective date of such alteration, amendment, cancellation, or termination shall not occur prior to the acceptance of this Plan.
- 15.7 REGULATIONS:** The Trust and the benefits to be provided from the Pension Trust Fund and all acts pursuant to this Agreement and pursuant to such Trust Agreement and Pension 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.
- 15.8 BUSINESS EXPENSE:** It is understood that this provision for a Pension Plan is being entered into upon the condition that all payments made by the 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.
- 15.9 LIMITATION:** The Employer's sole and only obligation shall be limited to the contribution requirements outlined in 15.2 of this section.
- 15.10 LEGISLATION:** In the event of legislation requiring the restructuring of any of the essential elements of the Pension 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.
- 15.11 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. **NOTE:** The Employer resumed the Individual Account Plan (IAP) on January 1, 2020 (see LOU within this Agreement), however, the Employer will have no obligation to contribute to the IAP effective October 1, 2024.

The Employers agree that they will not oppose a motion by the Unions to create self-directed accounts in the IAP, so long as such accounts may legally be created and the Trust Fund will incur no additional costs as the result of the creation of such. Furthermore, the Unions and the Employers agree to authorize and direct the Trust Fund to establish a subcommittee with the power to act to carry out the foregoing purpose. Moreover, and subject to the foregoing, no such accounts will be established sooner than January 1, 2009.

- 15.12 USE OF CONTRIBUTIONS:** The 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 Section 13.
- 15.13 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:

1. Where an Employer is contributing at a rate that is less than the maximum allowed contribution level and later increases their contribution rate (but only up to the maximum contribution rate accepted by the Pension 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.
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 their 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.

15.14 RE-EMPLOYMENT RULE: The bargaining parties agree to direct the Trustees to amend the Pension Plan rules for re-employment and the suspension of benefits to be consistent with the rules in effect during the 1997 collective bargaining agreement (i.e., 63 hour rule).

SECTION 16. FIELD ADMINISTRATION TRUST FUNDS

16.1 The Unions have determined that they are no longer willing to provide administrative functions, as distinguished from the usual and normal Union services, at Union expense, to persons covered by the terms of the various benefit plans provided for by the Collective Bargaining Agreements. It is agreed that the portion of these functions determined to be Trust Fund functions are properly chargeable to the Trust Funds under which said Plans are established and maintained.

All expenses of the sub-administrative offices shall be paid for by the respective Funds according to the formula established by the parties pursuant to the 1974 Joint Study.

SECTION 17. STORE MEETINGS AND CHARITABLE DRIVES

17.1 EMPLOYER MEETINGS: Time spent in store meetings or in meetings called by the Employer before the commencement of the day's work or after the day's work shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement.

17.2 CHARITABLE CONTRIBUTIONS: All employee contributions to charity shall be voluntary.

SECTION 18. CONTRACT ENFORCEMENT AND STORE VISITS

18.1 VISITS: It is agreed by both parties hereto that the Business Representative of the Union shall have the right and shall be allowed by the Employer to visit any and all stores and shall have free access to the employees during such visits for the purpose of making inquiries from the employees relative to information concerning working conditions, complaints of members of the Union, and other matters pertaining to the enforcement of this Agreement, provided said investigation may be accomplished without interfering with the duties of the employees.

18.2 RECORDING TIME: The parties agree to observe the following procedures in enforcing the terms of this Agreement with respect to authorized work and reporting of working time:

18.2.1 TIME NOTICE: The Employer shall post the following notice in all stores:

The law and the Union Agreement require that all time worked shall be recorded daily, including starting and stopping time. All employees shall comply strictly with these requirements, and any employee failing to so comply shall be subject to discipline on the same basis as is followed with respect to any other violation of store rules or procedure.

18.2.2 VIOLATIONS: The Union shall promptly report, in writing, to the Employer any observed violation by an employee of this reporting time provision or the working of unauthorized time, and the Employer will take the necessary steps with the employee to correct such violation.

18.2.3 SECOND VIOLATION: Upon notification by the Union of a second such violation by the same employee, the Employer shall pay to the welfare fund provided for herein an amount equal to the overtime pay due and payable the employee. In such case the employee involved shall be subject to discharge, retaining, however, his right to appeal any such discharge under the terms of this Agreement.

18.3 FREE TIME: When an employee willfully violates the provisions of this Agreement by working free time without the knowledge of the Employer, after a second written notice by the Union of this employee's repeated contract violation, the Employer agrees to discharge said employee within seven (7) days after receiving written notice of such violation.

SECTION 19. NEW METHODS (MEAT DEPARTMENTS)

It is agreed that should the Employer intend to initiate a major change in method of operation which is not presently in the Industry within the area of operation covered by the Union that would result in a substantial change in the content of any job presently covered by this Agreement, the Employer shall give notice of the nature of such suggested new method of operation to the Union, following which, the matter of job classifications, wages, working conditions, and/or the disposition of employees potentially to be displaced shall then become a matter of negotiation with the Union for a period of forty-five (45) days.

Pending negotiations by the parties during the above-mentioned forty-five (45) day period, no change of operations as above set forth shall be placed into effect.

In the event the parties have not arrived at agreement within the above forty-five (45) day period, the Employer may elect to place such changed method of operation, as above defined, into effect, and all unresolved issues in regard to job classifications, wages, working conditions, and/or the disposition of displaced employees shall be submitted to final and binding Arbitration in accordance with Section 21 Adjustment Board and Arbitration of Disputes of this Agreement.

The remedy, if any, shall be effective with the date of the arbitrator's award.

Any Company that seeks to introduce "case-ready" cuts of meat must notify the Union(s) in advance of a change in the method of operations and proceed in accordance with this section of this Collective Bargaining Agreement.

SECTION 20. STRIKE OR LOCKOUT

20.1 NO STRIKE: During the life of this Agreement, the Union agrees not to engage in any strike or stoppage of work as long as the Employer has not committed an act held by the Adjustment Board or Arbitrator to be in violation of this Agreement, or the Employer is not in clear violation of a provision of this Agreement where no question of interpretation is involved.

20.2 NO LOCKOUT: During the life of this Agreement, the Employer agrees not to engage in any lockout as long as the Union has not committed an act held by the Adjustment Board

or Arbitrator to be in violation of this Agreement or the Union is not in clear violation of this Agreement where no question of interpretation is involved.

- 20.3 NO VIOLATION:** Refusal of any employee covered by the terms of this Agreement to pass through any picket line which has been sanctioned by the Central Labor Council of proper jurisdiction and/or the United Food & Commercial Workers International Union shall not constitute a violation of this Agreement.

SECTION 21. ADJUSTMENT BOARD AND ARBITRATION OF DISPUTES

- 21.1 BOARDS:** Upon the request of either party hereto, a Board of Adjustment shall be created, to be composed of two (2) representatives of each party to this Agreement, for the purpose of passing on all claims, disputes and grievances arising between the parties during the term of this Agreement over the construction and application of this Agreement or relating to working conditions arising out of this Agreement, when such cannot be settled directly between the Union and the Employer. Said Board shall meet for consideration of any such matter referred to it within seven (7) calendar days subsequent to a request therefor by either party. For cases other than those which are disciplinary in nature, the convening of the Adjustment Board may be waived. The time limit may be extended by mutual agreement of the parties. If the matter is not adjusted and reaches impasse, the moving party shall communicate, in writing, or by email, to the other party within twenty (20) business days following the meeting of the Board of Adjustment their desire to proceed to arbitration. Failure of the moving party to comply with the twenty (20) business day time limit herein specified shall be deemed to be a conclusive waiver of the grievance.
- 21.2 DISCIPLINARY DISPUTES:** Disciplinary arbitrations (meaning a matter concerning a suspension, demotion, or termination) will be heard without the use of a court reporter or briefs. The parties will present their evidence and witnesses and argue orally. At the conclusion of the arbitration hearing, the Union and the 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 decision within fourteen (14) business days and subsequently will reduce his/her decision to writing. The parties may mutually agree to waive or modify any or all of the provisions of this expedited procedure.
- 21.3 INTERPRETATION OR APPLICATION DISPUTES:** For contract interpretation disputes which proceed to arbitration, the parties will mutually select an impartial arbitrator. If the parties are unable to agree upon the selection of an arbitrator, they shall request a panel of arbitrators from the United States Federal Mediation and Conciliation Service; and they shall select an arbitrator from by the strike-off method.

The award of the Adjustment Board or arbitrator shall be final and binding upon the Employer, the Union, and the employee.

- 21.4 EXPENSES; BACK PAY; FAILURE TO CONVENE:** All jointly incurred arbitration expenses shall be borne by the losing party. In the event of a dispute concerning the application of this section, the arbitrator shall be empowered to determine the allocation of expenses.

In termination cases, it is agreed that if a grievant is reinstated to employment with full back pay, the Company shall pay the jointly incurred costs of the arbitration. If a grievant is not reinstated, the Union shall pay the jointly incurred costs of the arbitration. If a grievant is reinstated with partial or no back pay, the parties shall split the jointly incurred costs of the arbitration.

If either party fails or refuses: (1) to constitute a Board of Adjustment, as required by Subsection 21.1 above; (2) to observe the time limits provided in Subsection 21.1 above for the consideration of complaints by the Adjustment Board or the submission thereof to arbitration; or (3) to select an arbitrator within a reasonable time after the Adjustment

Board has failed to agree on any question referred to it, then in any such event the other party shall be free to proceed to arbitration, whether or not the other party chooses to participate; provided, however, that prior written notice of such intent is given to the other party. In any case, where one party proceeds to arbitration without the participation of the other party, as herein provided, the arbitrator shall be selected by the participating party from a panel furnished by the United States Federal Mediation and Conciliation Service, and any award rendered by an arbitrator so selected shall be final and binding upon both parties.

21.5 ARBITRATOR'S RIGHT: The arbitrator shall not have the right to alter, amend, delete, or add to any of the terms of this Agreement.

21.6 INTEREST: Interest at seven percent (7%) shall be payable on all money claims awarded by the Adjustment Board or by an arbitrator, and such interest shall commence as of the date the complaint is first submitted to the Adjustment Board.

21.7 CLAIMS: In the case of a direct wage claim or a claim for contributions to employee benefit plans which does not involve an interpretation of any of the provisions of this Agreement, either party may submit such claim for settlement to either the grievance procedure provided for herein or to any other tribunal or agency which is authorized and empowered to effect such a settlement.

The 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 the 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.

21.8 WAIVER OF LAWS: Oakland Municipal Code Section 5.92.050 pertaining to paid sick leave is hereby waived.

SECTION 22. EMPLOYEE STORE PURCHASE DISCOUNT

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 milk, 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.


SECTION 23. TERM OF AGREEMENT

- 23.1** Except as otherwise indicated herein, this Agreement shall be effective October 8, 2021 and shall remain in full force and effect in all areas to and including October 7, 2024, and shall be considered as renewed from year to year thereafter unless either party hereto gives written notice to the other of its desire to have the same modified or terminated. Such notice shall be given at least sixty (60) days prior to such expiration date during which period negotiations for a new Agreement shall be conducted with all conditions agreed to by the parties to become effective on the first day of the week nearest the expiration date of this Agreement. If after opening, as provided herein, the parties fail to reach an agreement within the period so provided, then the provisions of Section 19 Strike or Lockout hereof shall not be binding on either party.
- 23.2** It is understood and agreed between the parties that all prior Agreements between them are hereby terminated and canceled and that this Agreement supersedes and replaces all such prior agreements.
- 23.3** This Agreement shall be binding upon the heirs, executors and assigns of the parties herein.
- 23.4** The Union and the Employer once again acknowledge that they engaged in coordinated bargaining and for ease of reference and administration only have agreed to set forth their respective agreements in this Agreement. Nothing contained herein constitutes a mutual agreement to create a multi-union agreement or a multi-union bargaining unit.

IN WITNESS WHEREOF, the parties hereto by their duly constituted representative officers affixed their signatures this **8th day of April, 2022**.

FOR THE EMPLOYER:

**SAVE MART SUPERMARKETS,
a California Corporation**




Kevin Sears
Vice President Labor Relations

4/14/2023
Date

FOR THE UNION:

**UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 5**



John Nunes
President UFCW 5

04/18/23
Date

APPENDIX A WAGE RATES

- A.1** Notwithstanding any schedule of minimum wages, employees now receiving a higher wage than indicated in said schedule for the particular classification of work performed shall not have their wages reduced due to the signing and effect of this Agreement.
- A.2 NIGHT PREMIUM:** Night premium rates of pay are as set forth in Section 8.9 hereof.
- A.3 BUYOUT:** The Employer has the right, but not the obligation, to offer a “buyout” (voluntary severance) opportunity to employees. The Employer may make such an offer during the term of this Agreement. Should the Employer choose to implement such a program, the Employer shall meet in advance with the Union to negotiate the terms thereof.

A.4 MINIMUM WAGE/PROGRESSIONS:

- a. The Employer will maintain wage rates of \$0.20 (Service Specialist) and \$0.25 (MPC) above the California minimum wage.
- b. If minimum wage laws increase minimum wage above step progression, clerks will be advanced to next step progression (excluding Service Specialists). In the event of such advancement, the employee will begin to accrue hours at the new level starting with the date the new wage starts with no backfill of skipped hours in step progressions required. **[NOTE:** This provision terminates on December 31, 2022 and is replaced with c. below].
- c. 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 wage and be required to work 1040 hour prior to advancing to the next progression step.

An employee advanced to a higher wage resulting from a municipal wage increase will continue to work hour 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.

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.

- A.5 WAGES:** The following schedule of minimum wages shall be maintained by the parties hereto during the period of this Agreement, and the Employer shall and hereby agrees to pay wages in compliance therewith:

- 5.A.1** Head Clerks and Managers
- 5.A.2** Multi-Purpose Clerks and Service Specialists
- 5.A.3** Specialty Classification
- 5.A.4** Meat Cutters
- 5.A.5** E-Commerce Clerks
- 5.A.6** Pharmacy Technicians (Nationally Certified and California Certified)

NOTE: Wage increases at store #628 in Ukiah are \$.10 less per year than those indicated below.

A.6 RATIFICATION BONUSES: \$1000.00 for all full-time employees not in the progression steps, \$750 for all part-time employees not in the progression steps, \$500 for all in progression steps and \$250 for Service Specialists with at least one year or more 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.

A.7 WAGE INCREASES*:

- a. Wage increases to the Experienced rate only of \$1.00 effective 5/1/22; \$1.00 effective 7/4/23; \$1.00 effective 7/1/24; and, \$0.50 effective 9/9/24 except Service Specialists and E-Commerce Clerks which are indicated in the wage chart below.
- b. Wage increases to the Experience rate only for the classifications of Head Clerks, Night Head Clerk and National Pharmacy Technicians to be \$2.00 effective 5/1/22 and \$1.00 effective 7/4/23; \$1.00 effective 7/1/24; and, \$0.50 effective 9/9/24.
- c. Eliminate the first progression step of 520 hours in the MPC classification with the first step wage rate commencing at \$15.75. Total progression hours to be 6760 within the MPC classification.

* **Sonoma County's wage rates are outside the Red Zone (Bay Counties) wage rates and \$0.30 less than the wage rates cited in these wage charts.**

A.5.1 HEAD CLERKS AND MANAGERS

DESCRIPTION	Prior to 05/01/22	Effective 05/01/22 \$1.00	Effective 7/4/23 \$1.00	Effective 7/1/24 \$1.00	Effective 9/9/24 \$.50
SENIOR HEAD PRODUCE	\$25.67	\$26.67	\$27.67	\$28.67	\$29.17
COMBO BAKERY/DELI MGR	26.07	27.07	28.07	29.07	29.57
GRANDFATHERED KEY CARRIERS	23.61	24.61	25.61	26.61	27.11
GRANDFATHERED SENIOR CLERKS	23.43	24.43	25.43	26.43	26.93
BAKERY MANAGER	25.62	26.62	27.62	28.62	29.12
SERVICE DELI MANAGER	25.62	26.62	27.62	28.62	29.12
HEAD MEAT CUTTER	26.07	27.07	28.07	29.07	29.57
DESCRIPTION	Prior to 04/10/22	Effective 04/010/22 \$2.00	Effective 7/4/23 \$1.00	Effective 7/1/24 \$1.00	Effective 9/9/24 \$.50
HEAD CLERK/NIGHT HEAD CLERK	24.17	26.17	27.17	28.17	28.67

A.5.2 MULTI-PURPOSE CLERK CLASSIFICATION

DESCRIPTION	Prior to 05/01/22		Effective 05/01/22 \$1.00	Effective 7/4/23 \$1.00	Effective 7/1/24 \$1.00	Effective 9/9/24 \$.50
EXPERIENCED	\$21.50		\$22.50	\$23.50	\$24.50	\$25.00
MULTI-PURPOSE CLERK PROGRESSION STEPS						
STEP HOURS REQUIRED PRIOR TO 04/10/22		STEP HOURS REQUIRED EFFECTIVE 04/10/22				
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)	16.00	2 nd 521-1040 (520)	16.25	16.25	16.25	16.25
4 th 1561-2080 (520)		1 st 0-520 (520)	15.75	15.75	15.75	15.75
3 rd 1041-1560 (520)	15.25					
2 nd 521-1040 (520)	14.75					
1 st 0-520 (520)	14.25					
SERVICE SPECIALIST	15.20		15.20*	15.70	15.70	15.70
* Service Specialist to increase to \$15.70 on January 1, 2023 resulting from California Minimum Wage.						

A.5.3 SPECIALTY CLASSIFICATIONS

DESCRIPTION	Prior to 05/01/22	Effective 05/01/22 \$1.00	Effective 7/4/23 \$1.00	Effective 7/1/24 \$1.00	Effective 9/9/24 \$.50
EXPERIENCED	\$22.00	\$23.00	\$24.00	\$25.00	\$25.50
SPECIALTY CLASSIFICATION PROGRESSION STEPS					
5 TH 4161-5200 (1040)	19.30	19.30	19.30	19.85	19.85
4 th 3121-4160 (1040)	18.30	18.30	18.30	18.80	18.80
3 rd 2081-3120 (1040)	17.75	17.75	17.75	17.75	17.75
2 nd 1041-2080 (1040)	17.25	17.25	17.25	17.25	17.25
1 st 0-1040 (1040)	16.25	16.25	16.25	16.25	16.25

A.5.4 E-COMMERCE CLERK CLASSIFICATION

DESCRIPTION	Effective 05/01/22	Effective 7/4/23 \$.35	Effective 7/1/24 \$.35
EXPERIENCED	\$18.10	\$18.45	\$18.80
E-COMMERCE PROGRESSION STEPS			
4th 3121-5200 (2080)	17.75	17.75	17.75
3rd 2081-3120 (1040)	17.50	17.50	17.50
2nd 1041-2080 (1040)	17.00	17.00	17.00
1st 0-1040 (1040)	16.75	16.75	16.75

A.5.5 MEAT CUTTER CLASSIFICATION

DESCRIPTION	Prior to 05/01/22	Effective 05/01/22 \$1.00	Effective 7/4/23 \$1.00	Effective 7/1/24 \$1.00	Effective 9/9/24 \$.50
JOURNEYPERSON	\$24.25	\$25.25	\$26.25	\$27.25	\$27.75
APPRENTICE MEATCUTTER PROGRESSION STEPS					
6TH 4161-5720 (1560)	20.25	20.25	20.25	21.00	21.00
5TH 3121-4160 (1040)	19.30	19.30	19.30	19.30	19.30
4th 2081-3120 (1040)	18.60	18.60	18.60	18.60	18.60
3rd 1041-2080 (1040)	18.40	18.40	18.40	18.40	18.40
2nd 521-1040 (520)	18.10	18.10	18.10	18.10	18.10
1st 0-520 (520)	17.60	17.60	17.60	17.60	17.60

EXHIBIT A

BEEF

FOREQUARTER

Blade Chuck
Full Standing Rib, Chine bone off (7 inches)
Full Standing Rib, boneless
Whole Fore Shank
English Shortribs
Shoulder Clod
Shortrib
Brisket, boneless
Plate*
Blade Chuck, neck on, boneless
Blade Chuck, neck off
Chuck Roll
Skirt Steak
Neck, bone in or boneless
Fore Shank, squared
Regular Chuck
Arm Chuck
Shin and Shoulder
Ground Meat
Boneless Meat, normal trim which
would include Flap Meat, Bull,
Cow Meat
Rib Eye
Boneless Rib Eye
Beef Back Ribs
Boneless Chuck - unnetted or netted
Cross Rib Roast - unnetted or netted
Stew Beef
Beef Chuck, Stack Pac
Beef Ribs, Stack Pac

HINDQUARTER

Semi-boneless Round
(Aitch and Shank bone removed)
Sirloin Tip, boneless
Boneless Head Loin
Short Loin
Full Round, Shank off
Top Round
Bottom Round
Head Loin, bone in
Flank Meat
Flank Steaks
Shank, bone in, boneless
Top Sirloin
Filet
New York
New York Strip
Boneless Meat, normal trim
which would include Flank
Meat, Heel and trimmings
Boneless Round
Whole Sirloin Tips-unnetted
or netted
Tenderloin
Short Loin, Stack Pac

*Not vacuum packed

Offal: All beef, pork, lamb, and veal, eatable internal organs, such as liver, heart, tongue, kidney, tripe.

Sausages: Include fresh, smoked, or frozen beef, pork, veal, and poultry sausages.

VEAL, LAMB, AND PORK

Carcasses, primal cuts, and all standard wholesale

A.5.6 PHARMACY TECHNICIAN ADDENDUM

The terms and conditions set forth in this Addendum confirm the full and complete agreements arrived at by and between United Food & Commercial Workers Union Local's 5 (the "Union") and Save Mart Supermarkets (the "Employer") with respect to wages and other terms of the Pharmacy Technician position.

1. **WAGES:** The wages established between the parties are as follows:

The Employer and the Union agree that a current employee who moves into a Pharmacy Technician position will suffer no reduction in pay, will be placed in the step closest to his current rate of pay, and remain there until working sufficient hours in that step in that classification to warrant an increase. Such an employee will receive a credit for hours worked in his former classification and step in this new classification and step.

2. **PHARMACY TECHNICIAN DEFINITION:** "Pharmacy Technician" means an individual who, under the direct supervision and control of a Registered Pharmacist, performs packaging, manipulative, repetitive, or other non-discretionary tasks related to the processing of a prescription in a licensed pharmacy, but who does not perform duties restricted to a Registered Pharmacist under Section 1793.1 of the California Code of Regulations. A Pharmacy Technician may also perform all of the duties of a Clerk working in the General Merchandise Department or Pharmacy Department.

- 2.1 **PRE-PHARMACY STUDENTS:** The Employer shall be permitted an exempt position or positions in each of the Employer's pharmacy departments for pre-pharmacy students. For purposes of this provision, a pre-pharmacy student is defined as an undergraduate, full-time student enrolled in prerequisite classes for pharmacy school admission or who has already been accepted to pharmacy school. The aggregate number of hours pre-pharmacy students may work in each pharmacy may not exceed an average of twenty-four (24) hours per week. These hours must be in addition to, and not in replacement of, regularly scheduled hours for pharmacy clerks. No pharmacy clerk will have his or her hours diminished as a direct result of the Employer's implementation of this pre-pharmacy student program.

3. **PREREQUISITES:** An employee considered for this classification of employment must have met any of the following requirements:

- a. Have obtained at least an Associate of Arts degree in a field of study directly related to the duties performed by a Pharmacy Technician.
 - b. Have successfully completed a training course for Pharmacy Technician specified by the California State Board of Pharmacy (the "Board").
 - c. Be eligible to take the Board's pharmacist licensure examination.
 - d. Have at least one (1) year's experience, to include a minimum of one thousand five hundred (1,500) hours, performing the tasks specified in the regulation while employed or utilized as a Pharmacy Technician to assist in the preparation of prescriptions for an inpatient of a hospital, for an inmate of a correctional facility, or experience deemed equivalent by the Board, including, but not limited to, experience received while employed as a Pharmacy Technician in another state or as a Pharmacy Technician employed by the federal government.
 - e. A person shall be deemed to have "equivalent experience," within (d) above, if he or she has at least one thousand five hundred (1,500) hours of experience performing the duties specified in the regulation in a pharmacy in the last three (3) years.

4. **SELECTION PROCESS:** The Employer believes that the safety of its customers and the public is the fundamental guiding concern behind the establishment of this classification of employment. Accordingly, persons that meet the prerequisites for Pharmacy Technician shall be selected by the Employer for the position of Pharmacy Technician on the basis of skill and ability to perform and attitude and aptitude for the requisite duties of this classification. If the only candidates for a Pharmacy Technician position are current employees of relatively equal skill and ability and attitude and aptitude, seniority shall govern; otherwise, the Employer may fill a vacancy for Pharmacy Technician in any manner not prohibited by this Agreement.
5. **SUPERVISION BY REGISTERED PHARMACIST:** Because of safety and quality control factors, the Pharmacy Technicians will be subject to the immediate and personal supervision of a Registered Pharmacist. Immediate and personal supervision in the case of a Pharmacy Technician requires that a Pharmacist verify and document any function performed by a Pharmacy Technician in connection with all activities surrounding the dispensing of a prescription. It is understood and agreed that Pharmacists, as trained professionals, have the ultimate responsibility for dispensing prescriptions.
6. **PROBATIONARY PERIOD:**
 - a. New hires shall have the sixty (60) day probationary period provided for in Section 5.2 of the Collective Bargaining Agreement (defined in paragraph 8, below).
 - b. If a current employee is selected for a Pharmacy Technician opening, there shall be a thirty (30) day trial period. During this period, the Employer may disqualify the employee if the employee fails to perform the duties of the Pharmacy Technician adequately (e.g., number of prescriptions filled daily, accurateness of prescriptions filled, timeliness, etc.); the employee may, also, decide to reject the position in his judgment. If there is a dispute over a disqualification, the dispute may be submitted to the grievance/arbitration procedure specified in Section 18 of the Collective Bargaining Agreement. If the employee is disqualified from or rejects the position, the employee will return to his former classification at his former rate of pay with no loss of seniority.
7. **SAVINGS CLAUSE:** If any of the above provisions conflict with the regulations, the parties agree to promptly meet to renegotiate any such conflicting provision or provisions.
8. **COLLECTIVE BARGAINING AGREEMENT:** Except as specifically changed by this Addendum, the parties agree the Collective Bargaining Agreement will apply to the Pharmacy Technician classification as written.

A.5.6 NATIONALLY CERTIFIED PHARMACY TECHNICIAN

DESCRIPTION	Prior to 05/01/22	Effective 05/01/22 \$1.50	Effective 7/4/23 \$1.00	Effective 7/1/24 \$1.00	Effective 9/9/24 \$.50
EXPERIENCED	\$21.30	\$22.80	\$23.80	\$24.80	\$25.30
NATIONALLY CERTIFIED PHARMACY TECHNICIAN PROGRESSION STEPS					
4th 3121-4160 (1040)	18.80	18.80	19.80	22.25	22.25
3rd 2081-3120 (1040)	17.80	17.80	18.80	18.80	18.80
2nd 1041-2080 (1040)	17.25	17.25	17.25	17.25	17.25
1st 0-1040 (1040)	16.75	17.00	17.00	17.00	17.00

PHARMACY TECHNICIAN

DESCRIPTION	Prior to 05/01/22	Effective 05/01/22 \$1.00	Effective 7/4/23 \$1.00	Effective 7/1/24 \$1.00	Effective 9/9/24 \$.50
EXPERIENCED	\$19.25	\$20.25	\$21.25	\$22.25	\$22.75
PHARMACY TECHNICIAN PROGRESSION STEPS					
4th 3121-4160 (1040)	17.00	17.00	18.00	19.00	19.00
3rd 2081-3120 (1040)	16.50	16.50	16.50	16.50	16.50
2nd 1041-2080 (1040)	16.25	16.25	16.25	16.25	16.25
1st 0-1040 (1040)	16.00	16.00	16.00	16.00	16.00

**LETTER OF AGREEMENT
BETWEEN
LOCAL 5
AND
SAVEMART SUPERMARKETS
REGARDING
MEAT DEPARTMENT SALES**

THIS AGREEMENT is entered into by and between **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCALS 5**, hereinafter referred to as the Union, and **SAVE MART SUPERMARKETS**, hereinafter referred to as the Employer.

The following understanding will apply to the current Collective Bargaining Agreement which is effective October 9, 2011, through October 12, 2013 and any successor agreement.

Meat Clerks may grind meat for production purposes, and only after a Meat Cutter has left work for the day and is no longer on duty.


FOR THE EMPLOYER:

**SAVE MART SUPERMARKETS,
a California Corporation**

By:  4/14/2023
Save Mart Supermarkets Date

FOR THE UNION:

**UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 5**

By:  04/18/23
UFCW Local 5 Date

LETTER OF AGREEMENT
“CASE-READY MEAT ADDENDUM”
BETWEEN
UFCW LOCAL 5,8 AND 101
AND
SAVE MART SUPERMARKETS

THIS AGREEMENT is entered into by and between **UNITED FOOD & COMMERCIAL WORKERS LOCAL 5, 8, and 101** hereinafter referred to as the union and **SAVE MART SUPERMARKETS**, hereinafter referred to as the Employer.

The following understanding will apply to the current Collective Bargaining Agreement terms, which is effective October 6, 2007, through October 8, 2011 and additionally with specific reference to the “Case-Ready Meat Addendum” for the life of this agreement.

As a result of the 2007 negotiations and discussions concerning the Case-Ready Meat Addendum, the Company and the Unions agreed to meet and discuss updating the language in the present Case-Ready Meat Addendum to provide a resolution to meet present day business needs.

Save Mart Supermarkets and UFCW 5, 8, and 101 agree that the Case-Ready Meat Addendum, as it relates to today’s business needs, is no longer applicable and as such agrees to enter into this new agreement for all stores as described in this agreement so that the Company will be able to meet the ever changing needs of the business and be able to successfully operate its stores.

With this in mind, Save Mart Supermarkets and UFCW 5, 8, and 101 agree that the “Case-Ready Meat Addendum” terms and conditions will only be applicable to those stores whose average weekly meat sales volume is less than \$33,500. For the purpose of this agreement the following stores average less than \$33,500, in meat sales per week. 747, 762, 610, 775, 604, 614, 727, 710, 712, 708, 616, 723, 607, 771, 777, 706, 728, 729, 703, 741, 711, 629, and 720 (for the Case-Ready Meat Addendum there will be no measurement of product levels at any time for these named stores and the Meat Addendum will no longer be applicable to any unnamed stores unless they fall under/over the volume threshold).

The Company further agrees to provide the Union, on a bi-annual basis, with an updated weekly meat department sales volume list of stores that average less than \$33,500 per week.

The Company and the Unions will meet on a bi-annual to discuss the weekly sales report and focus on any and all stores at volume threshold. The threshold will be plus or minus \$ 500.00 in an average of weekly meat department sales. It is further agreed that should an unexpected turn in business occur for any store(s) the Company will provide the Union with notice of the issue and the Company would then request the specific store(s) be given clearance either for a reduction to this understanding (\$33,500 or less) or an increase in business which, in turn, increases labor volume, causing the effected store to not be included in these terms outlined in this agreement.

It is further agreed that for the stores falling under this agreement the Company will commit to

provide one (1) meat cutter on duty per day, per store, seven days a week, including holidays with the exception of Thanksgiving and Christmas for up to twelve (12) stores falling under this agreement. This will be the Company's choice based on business need. The Company will provide the unions with a defined list of stores affected that shall not have a meat cutter on duty. This will be at least two (2) weeks prior to the two named holidays in question.


In determining who shall be scheduled to work on any holidays it is agreed that the Company will follow the normal process when scheduling for a holiday as outlined in the contract. However, the Company does have the right to schedule meat clerk personnel when in a situation that volunteers are the only type of meat cutters allowed to be scheduled and there are no volunteers. And when there are no meat cutter volunteers within the specific geographical jurisdiction of a specific store that is not on an overtime day. There will be no forced over-time when avoidable.

In stores not covered under this Case-Ready Meat Addendum an exception to the contract language will be that all Meat Cutters/Head Meat Cutter will be on duty from 6AM to 6PM.

Save Mart Supermarkets and UFCW 5, 8, and 101 have agreed to try and resolve any differences by communicating in advance of filing actual grievances related to this agreement. Should there be any issues at store-level with hours allocation based on the terms of this agreement, Save Mart Supermarkets will do its best to investigate any hour's complaint that does not support this agreement (with regards to hour's allocation methodology using sales volume) and will direct a Labor Relations representative to meet with the Store Manager and the UFCW 5, 8, and 101 representative in an effort to identify and to address the concerns. The Company understands that the Union does not waive its right to file grievances on these matters should they not agree on a resolution.

In reaching this agreement the Company and the Union both agree this shall provide a resolution to any and all outstanding meat cutter "on duty" grievances. The Company will now consider those grievances as closed.

FOR THE EMPLOYER:
SAVE MART SUPERMARKETS,
A California Corporation

By: 

Its: Vice President of Labor Relations

Date: 4/14/2023

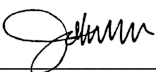
FOR THE UNION:
UFCW LOCAL 101

By: _____

Its: _____

Date: _____

FOR THE UNION:
UFCW LOCAL 5

By: 

Its: President of UFCW Local 5

Date: 04/18/23

FOR THE UNION:
LOCAL 8-GOLDEN STATE

By: _____

Its: _____

Date: _____

**LETTER OF AGREEMENT
BETWEEN
LOCAL 5
AND
SAVEMART SUPERMARKETS
REGARDING
SCHOLARSHIP DEFERRAL (529 PROGRAM)**

THIS AGREEMENT is entered into by and between **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCALS 5**, hereinafter referred to as the Union, and **SAVE MART SUPERMARKETS**, hereinafter referred to as the Employer.

The company and union agree to the establishment of a "College Savings Plan" under the provisions of the California 529 tax preferred system. Eligibility for this plan will be as follows:

- a. Employees requesting access to this program must have a minimum of:
 - i. Six (6) months continuous service; and
 - ii. 520 hours worked.
 - iii. Must also maintain 24 hour/week schedule to continue eligibility.

- b. The program will be administered by the UFCW and Employer Trust and will utilize a provider as selected by the Trustees.

- c. Employees will be permitted to contribute up to (what is legal and statutory) of their income.
 - i. Target date for the implementation of this plan will be soon as practicable.


FOR THE EMPLOYER:

FOR THE UNION:

**SAVE MART SUPERMARKETS,
a California Corporation**

**UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 5**

By:  4/14/2023
Save Mart Supermarkets Date

By:  04/18/23
UFCW Local 5 Date

**LETTER OF UNDERSTANDING
BETWEEN LOCAL 5 & 648
AND
THE SAVE MART COMPANIES
REGARDING DEMONSTRATORS**

THIS AGREEMENT is entered into by and between **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCALS 5 & 648**, hereinafter referred to as the Union, and **THE SAVE MART COMPANIES**, hereinafter referred to as the Employer.

1. In accordance with Section 10.9 of their current Collective Bargaining Agreement, the work of demonstration shall be defined as; the demonstration of food or product (which may include preparation), the assisting of customers in locating product throughout the store, or the helping of customers with food preparation or food paring. No employee working as a demonstrator will be involved in the stocking of product or in the running of any check stand register.
2. The Employer will have the exclusive right in the selecting of employees to perform the work of demonstration; however, the employee has the right to decline to do such work.
3. Employees performing demonstration work will be compensated at no less than \$2.00 per hour above the state or municipal minimum wage.
4. Employees chosen to perform demonstration work will continue to be scheduled within their classification in accordance with seniority and will receive at least the minimum number of hours as required for their classification.
5. The hours worked performing demonstration work may not be claimed by any other employee nor may those hours be used in a wage claim or additional available hour's grievance.

FOR THE EMPLOYER:


THE SAVE MART COMPANIES



Kevin Sears 4/14/2023
Date

FOR THE UNION:

UFCW LOCAL 5



John Nunes 04/18/23
Date

**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL'S 5, 8-GOLDEN STATE & 648
AND
THE SAVE MART COMPANIES
TEMPORARY RELIEF WORK**

THIS LETTER OF AGREEMENT is entered into by and between UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 5, 8-GOLDEN STATE AND 648, hereinafter referred to as the Union, and THE SAVE MART COMPANIES (TSMC), hereinafter referred to as the Employer.


Employees may be assigned to work at either a Save Mart, Lucky or FoodMaxx location on a temporary relief basis. No employee will be required to work more than thirty (30) working days within a twelve (12) month period in a temporary relief capacity. Meat Cutters employed at a Save Mart/Lucky store are excluded from this provision, unless mutually agreed to based on extenuating circumstances.

It is understood that the employee assigned to work on a relief basis at a store not covered under their collective bargaining agreement (CBA) will be paid the higher rate of pay under the respective CBA covering the store in which they are temporarily assigned if the rates are different. For employees in one of the classification progressions steps all hours worked in the temporary assignment will be credited towards the experienced rate of pay in their classification.

Temporary assignment will be on a voluntary basis from a Save Mart, Lucky or Food Maxx store within the closest proximity to where the temporary assignment is determined to be warranted. If there are no employees choosing to volunteer the assignment will be by inverse seniority by classification. No employee will be required to travel outside of the geographical seniority area from the employee's home store. Employees re-assigned on a temporary basis will be paid a travel allowance pursuant to Section 10.12 of the UFCW 5 and The Save Mart Companies Agreement.


Weekly overtime and premium wage rates will be based on the highest rates of either of the two CBA's during an employee's temporary assignment. Daily and weekly hours worked will be cumulative between an employee's home store and the employee's temporarily assigned store in the calculation of overtime. For the purpose of health and welfare and pension contributions, hours worked will be reported to the respective Trust Fund under which the employee is a participant.

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



Kevin Sears 4/14/2023
Date

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



John Nunes 04/18/23
Date

Jacques Loveall Date

Dan Larson Date


**LETTER OF AGREEMENT
BETWEEN
LOCAL 5 AND 648
AND
THE SAVE MART COMPANIES
REGARDING INDIVIDUAL ACCOUNT PLAN (IAP)**

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 this section.

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 4/14/2023
Date

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



John Nunes 04/18/23
Date

UFCW LOCAL 648,

Dan Larson Date

**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL'S 5, 8-GOLDEN STATE & 648
AND
THE SAVE MART COMPANIES
GUEST SERVICE MANAGER AND STORE BUSINESS PARTNER**

THIS LETTER OF AGREEMENT is entered into by and between UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 5, 8-GOLDEN STATE and 648, hereinafter referred to as the Union, and THE SAVE MART COMPANIES (TSMC), hereinafter referred to as the Employer.


In new, remodeled or innovation stores patterned after store 1 (Modesto), store 612 (Redding) or store 744 (Pleasanton), a Guest Service Manager and Store Business Partner may be added at the discretion of TSMC and will not be subject to the Collective Bargaining Agreement. The Employer may vary titles depending on the store. Such Guest Service Manager and Store Business Partner may not be scheduled to perform any collective bargaining unit work.

If one of these positions performs bargaining unit work, outside of an emergency, the Union will notify the Employer by means of a written letter or email and such work will immediately cease. An emergency is not considered to be an employee absent from work. The Union shall provide evidence that a violation has occurred. If the Employer is found to have violated the provisions of this Side Letter a second time within six (6) months the Employer will be required to eliminate the position at the respective store where the violation occurred for the duration of the agreement.

Ratio: For new and transitioned stores, positions may be offered at fulltime to attract the appropriate candidate. These specific positions will not be included in the ratio.

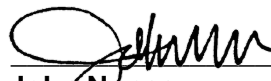
***Note:** Entertainment Specialists classification will be added to these stores. Wage rates will be the same as department specialists' rates, where applicable.*

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



Kevin Sears 4/14/2023
Date

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



John Nunes 04/18/23
Date

Jacques Loveall Date

Dan Larson Date

**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL 5
AND
THE SAVE MART COMPANIES

LIFETIME INCOME SECURITY ACCRUAL FUND**

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.

Establishment of Lifetime Income Security Accrual Fund instructs the Trustees to establish a Total Trust Lifetime Income Security Accrual Fund (LISA). The retirement benefit provided under LISA shall be designed as a variable defined or other annuitized retirement benefit plan.


Minimum contributions in the amount of forty-five cents (\$.45) per hour shall be made to the LISA on behalf of all employer participants for all hours worked effective August 1, 2024.

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



Kevin Sears 4/14/2023
Date

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




John Nunes 04/18/23
Date

**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL 5
AND
THE SAVE MART COMPANIES
FOOD MAXX RETIREES TRANSITIONED FROM SAVE MART HEALTH PLAN TO
UNION COMPANY 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 Cal Union Company 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 4/14/2023
Date

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




John Nunes 04/18/23
Date

**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL 5
AND
THE SAVE MART COMPANIES**

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.

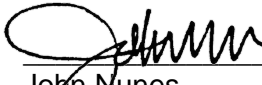
On or before May 1, 2022, the parties will request the Trustees amend the Pension Rehabilitation Plan to suspend the contribution increases of \$0.122 cents per hour scheduled for 2022, 2023 and 2024.

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



Kevin Sears 4/14/2023
Date

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




John Munes 04/18/23
Date

**LETTER OF AGREEMENT
BETWEEN
UFCW LOCAL 5
AND
THE SAVE MART COMPANIES
ERRORS AND OMISSIONS IN INTEGRATING MOA'S INTO AGREEMENTS**

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 parties agree that during the editing 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 4/14/2023
Date

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



John Munes 04/18/23
Date