



**COLLECTIVE BARGAINING
AGREEMENT**

WITH



OCTOBER 10, 2021 – APRIL 12, 2025

Dear Member:

We are pleased to present you with your Union Contract which contains the provisions covering your working conditions. This contract is a result of over seventy years of effort on the part of our membership in negotiating improvements for themselves and their families. We encourage you to take the time to review this contract and keep it available for your reference. This document is a combination of the Meat Agreement and the Food Agreement.

This contract protects you on the job and outlines all the various provisions that apply to your working lives such as:

- * Wages
- * Hours of Work
- * Vacations
- * Seniority
- * Health & Welfare
- * Retirement Plans
- * Grievance Procedure

If you ever have any questions or need to discuss a particular matter, always contact the Union so that we may give you proper guidance and direction.

In Solidarity,

UFCW Local 5

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GROCERY AGREEMENT
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 5
AND
LUNARDI'S SUPERMARKET
OCTOBER 10, 2021 – April 12, 2025

THIS AGREEMENT, effective upon this 1st day of June 2022, by and between **LUNARDI'S SUPERMARKET, INC.**, First Party, hereinafter called the Employer, and **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 5**, chartered by the United Food and Commercial Workers International Union, referred to hereinafter as "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.

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

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

NOTE: Please refer to Sections 4.9 (Transfers), Section 9 (Classification of Employees) and the Letter of Understanding at page 89 regarding seniority rights

by classification when employees transfer from one geographical jurisdiction to another geographical jurisdiction of the Union.

1.1.1 Once an Employer becomes subject to the terms and conditions of this Agreement such Employer thereafter shall continue to be subject to such terms regardless of any change in the nature of the entity by voluntary action or by operation of law including specifically reorganization as a partnership or corporation or any lease arrangement and including specifically operations conducted by Receiver, Board of Trade, or similar procedure.

1.2 **RECOGNITION BY MAJORITY AUTHORIZATION/NEUTRALITY:** The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employer's employees of their right under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign at any operation at which the Union does not have representation rights.

The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as the employees' exclusive bargaining representative for the purpose of collective bargaining with the Employer.

The Employer will take a neutral approach to unionization of employees. The Employer will not take action nor make any statement that will directly or indirectly state or imply any opposition by the employer to the selection by such employees of a collective bargaining agent.

Within ten (10) days following receipt of written notice of intent to organize certain employees, the Employer will furnish the Union with a complete list of such employees, including job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such employees to the Union, including the addresses and phone numbers of all employees. Thereafter, the Employer will provide updated lists as requested, but no more frequently than monthly.

The Union may request recognition as the exclusive collective bargaining agent for the employees in the traditional bargaining unit represented by the Union in the food industry. A disinterested, neutral party mutually satisfactory to the Employer and the Union will be selected to conduct a confidential review of employees' authorization cards and membership information submitted by the Union in support of its claim to represent a majority of the employees in the unit if either the Union or Employer so request. If a majority of employees within the unit has joined the Union or designated it as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of the employees and will extend to such employees this Collective Bargaining Agreement between the Union and the Employer together with any amendments agreed to by the parties. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this Agreement.

During the life of this Agreement, the Union will not engage in picketing or other economic activity at any operation covered by this Section, provided that if the Employer recognizes any other Union as the exclusive collective bargaining representative of employees in the unit, or any part thereof, traditionally represented by the Union, this paragraph shall terminate immediately and without notice.

The parties agree that any disputes over compliance with or the application of this Section, including claims of Union violation, shall be submitted to expedited arbitration using the expedited arbitration process set forth in this Agreement. The arbitrator shall have the authority to order the non-compliant party to comply with this Section and to order such other remedies deemed necessary to effectuate the intent of this Section. The parties hereto consent to the entry of any order of the arbitrator as the order of judgment of the United States District Court, without notice.

1.3 BARGAINING UNIT 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:

1.3.1 SUPERVISORY FUNCTIONS;

1.3.2 Work of employees heretofore expressly excluded from the provisions hereof by agreement of the parties; and

1.3.3 Such work as is performed under Industry practice, prevailing and existing as of June 13th, 2005, 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 food merchandisers, beer merchandisers, an outside supplier or reset crew.

No change to current language based on the parties' agreement regarding the intent of the "prevailing and existing" language as outlined by the Company during these 2007 negotiations.

1.3.4 Notwithstanding anything herein to the contrary, and except as modified by Section 1.14, 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.

1.4 NON-FOODS AND GENERAL MERCHANDISE

1.4.1 DEFINITION OF FOOD AND NON-FOOD OR GENERAL MERCHANDISE: In

interpreting and applying all references to "non-food or general merchandise" in this Agreement, the following are the agreed upon definitions of food and non-food or general merchandise:

FOOD MERCHANDISE: Food merchandise shall consist of all foodstuffs, including pet food (excluding pet supplies), non-alcoholic beverages, nursery items, all household paper goods, excluding plastic wrap, sandwich bags, plastic trash bags, aluminum foil, wax paper, and paper bags and all household cleaning and laundry supplies excluding cleaning equipment. None of the named categories of food merchandise may be handled or sold by non-food or general merchandise clerks.

NON-FOOD OR GENERAL MERCHANDISE: Non-food and/or general merchandise shall consist of any merchandise other than that included in the definition of food merchandise. This includes delicatessen merchandise, health food merchandise, floral merchandise, and bakery merchandise (including checking in bakery driver-salesman, alcoholic beverages, magazines, diapers, feminine hygiene items, gum, candy and tobacco product in any location within the store). Non-food or general merchandise work may include utility or cleaning work.

1.4.2 DEFINITION OF NON-FOOD OR GENERAL MERCHANDISE WORK: All work and services connected with or incidental to the handling or selling of non-food or general merchandise offered for sale to the public shall be performed by a non-food or general merchandise clerk within the bargaining unit. A non-food or general merchandise clerk shall spend his time exclusively in the performance of work and services connected with or incidental to the handling or selling of the non-food or general merchandise offered for sale to the public. A non-food or general merchandise clerk (except utility or floor clerks) shall wear a distinctive uniform at all times.

Whenever an Employer utilizes a non-food or general merchandise clerk, there shall be up to one (1) full-time forty (40) hour per week employee so employed before additional persons are utilized.

1.4.3 CONTRACT COVERAGE AND ENFORCEMENT: All persons performing non-food or general merchandise work shall be covered by this Agreement, except only that a single owner or lessee of a non-food or general merchandise department shall be exempt.

In the event the Employer fails to observe the terms of this section in any respect, the Union shall notify the Employer in writing of such violation and it shall be corrected. Following such notice if the Employer again, within six (6) months, violates the terms hereof and it is so determined by the Adjustment Board or Arbitrator, then in such event, such Employer shall no longer be entitled to a non-food or general merchandise clerk classification and the food clerk rates shall thereafter become applicable to all non-food or general merchandise work in the Employer's store where the violation occurred.

1.4.4 With respect to the application of Section 4, Seniority, of this Agreement, employees designated as non-food or general merchandise clerks, or floor or

utility clerks, will be treated as a separate, single classification. Except for layoffs and promotions, seniority for this classification shall be applied on a store-by-store basis. Employees so classified will be eligible for promotional opportunities and will be evaluated in accordance with the provisions of Sections 4.3.1. With respect to layoffs the seniority of employees in this classification within the Union's geographic seniority area shall be recognized; provided, however, that, in layoffs, said seniority shall be applied in a manner which recognizes the qualifications required of employees in each of the following groups within this classification: office clerk whose work is not directly related to the check-stand operations or procedures, floral, bakery, delicatessen, floor-utility or non-food. Except as hereinabove specifically modified, all other terms of Section 4, Seniority, shall be fully applicable to employees in this classification.

1.5 MEAT CUTTER'S 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 9 (Apprentices and Meat Clerks), Section 7.5.1 of this Agreement, and as follows:

1.5.1 A Journeyman Meat cutter shall not be required to be on duty between the hours of 6:00 p.m. and 6:00 a.m. In addition to those sections set forth above, Meat Departments with one hundred twenty (120) scheduled hours (excluding clean-up employees) 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 a Meat Department qualifies and utilizes the one hundred twenty (120) hour Journeyman on duty exemption, then they are not entitled to the 6:00 p.m. to 6:00 a.m. waiver set forth above.

1.5.2 When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the Meat Department during such hours, no one other than a member of the bargaining unit shall perform work in the Department.

1.5.3 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 C hereof or modification of Journeyman-on-duty or the introduction of pre-priced products set forth in Subsection 1.5.4 below.

1.5.4 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, offal, 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 the Collective Bargaining Agreement, when fresh meat is offered for sale, the Employer will be required to pay an amount equal to the wages which would have been paid to an employee, to the Health and Welfare Plan.

The parties agree to establish a Joint Committee to monitor and evaluate the status of products listed on Exhibit A, C(9) during the term of this Agreement. The Joint Committee composed of representatives of the Union and Employers and shall have the authority to add to, modify and or delete from the list of cuts.

Authority set forth above shall be exercised only by mutual agreement of the members of the Committee. Where disputes arise or mutual agreement cannot be reached, said disputes shall be referred to the procedures set forth in Section 18 and Appendix C(6); New Methods, of this Agreement for binding resolution.

Nothing contained herein or in the Agreement shall prevent the Joint Committee from implementing actions and/or modifications, nor shall this provision limit the ability of individual employers and individual unions to negotiate separate understandings.

1.6 SUBCONTRACTING AND SUB-LEASING: 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 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 Section 1.3 hereof, shall be performed under any sublease, subcontract, or other agreement unless the terms of said lease, contract, or other agreement specifically provide:

1.6.1 That all such work shall be performed only by members of the appropriate unit as defined in Section 1.1 hereof; and

1.6.2 That the Employer, party hereto, 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.

1.6.3 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 he shall be, and by these presents is, hereby released from any and all financial liability in connection therewith.

- 1.7 STORE MANAGERS AND ASSISTANT STORE MANAGERS:** None of the provisions of this Agreement need apply to one overall supervisory store manager, the assistant store manager, and in stores of 35,000 square feet or more, a second assistant store manager 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 managers shall not be restricted as to the amount of non-supervisory work they may perform. No assistant store manager shall be involuntarily reclassified as a direct result of this provision during the term of this agreement.
- 1.7.1 STORE MANAGER TRAINEES: (MEAT)** 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 their hours reduced or be laid off as a direct result of the training program. Before any employee commences training in the Meat Department, the affected Union(s) shall be notified, in writing, of the name(s) of the trainees, the location(s), the training start date and the expected duration.
- 1.8 OWNERS: (FOOD)** 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 Sub-Section 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 Sub-Section 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 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.
- 1.9 NEW OWNER; (FOOD)** This Agreement shall be binding upon the successors and assigns of the parties hereto. Except as set forth in Section 11, 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) calendar days. For employees who choose to be employed by such new owner, such sixty (60) calendar 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 2.2.2 or Section 3.1 of this Agreement.
- 1.9.1 TRANSFER OF OWNERSHIP: (MEAT)** In the event of a change of ownership of the operation, whether it be voluntary, involuntary, or by operation by law, the Employer shall immediately pay off all obligations, including accumulated wages, pro rata of earned vacation, sick and accident benefits, accumulated prior to the date of the change of ownership.

If any Owner or Employer hereunder sells, leases or transfers its business or any part thereof, whether voluntary, involuntary, or by operation of law, it shall be the owner's or Employer's obligation to advise the successor, lessee or transferee of the existence of this Agreement and such successor, lessee or transferee shall be bound fully by the terms of this Agreement and shall be obligated to pay the wages, vacations, sick and accident benefits and comply with all other conditions of this Agreement in effect at the time of the sale, lease or transfer, and in the event the seller or transferor fails to pay its obligations hereunder, shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if the successor, lessee or transferee had been the Owner or Employer from the beginning. Before completion of any such transfer, the Employer shall give written notice to the buyer of the existence of this Agreement, furnishing the Buyer with a copy of this Agreement and call the Buyer's attention particularly to this Section concerning Transfer of Ownership. The Employer shall, upon request, furnish evidence of compliance.

- 1.10 TRAVELING CLERKS (FOOD)** It is agreed by the Employer and the Union that employees may be assigned to work in two or more different stores located in the geographical jurisdiction of two or more local unions. Each such employee shall be covered by all 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 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
- 1.11 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.
- 1.12 ENFORCEMENT: (FOOD)** In the event of a violation of Section 1.3, the Union shall notify the Store Manager and the Company'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 the Employer/UFCW Joint Pension Plan in the amounts below for each proven violation, on a store-by-store basis:
- 1.12.1** At the time of the first violation, an amount equal to one (1) day's wages at the experienced clerk's rate plus health and welfare and pension contributions.
- 1.12.2** At the time of the second violation, an amount equal to two (2) day's wages at the experienced clerk's rate plus health and welfare and pension contributions.
- 1.12.3** An additional day's wages plus the equivalent health and welfare and pension contributions shall be added cumulatively for each subsequent violation.
- 1.13 NEW STORES AND REMODELS: (FOOD)** During any three (3) consecutive days

preceding the reopening of an old food market or discount center of the Employer, which has been closed for remodeling for a period of thirty (30) days or less, upon prior notice to the Union, persons not in the bargaining unit may perform any work in such store.

Notwithstanding any language to the contrary contained in this Agreement between the parties, it is agreed that this Agreement shall have no application whatsoever to any new food market or discount center until fifteen (15) days following the opening to the public of any such new establishment. Neither shall this Agreement have any application whatsoever to any food market or discount center which is reopened after it has been closed for a period of more than thirty (30) days until the fifteenth (15th) day following the date of such reopening to the public.

The Employer shall staff such new or reopened food market with a combination of both current employees and new hires, in accordance with current industry practices of staffing such stores with a cadre of current employees possessing the necessary skills, ability and experience, plus sufficient new hires to meet staffing requirements. Employees, who are thus transferred, upon whom contributions are made to the various trust funds shall continue to have contributions to the several trust funds made on their behalf in the same manner and in the same amount per hour as such contributions were made prior to their transfer.

Notwithstanding anything in this Agreement to the contrary, it is agreed that when the remodeling of an existing location occurs without such store being closed, the Employer shall only be obligated to give the members of the bargaining unit employed by him in such store an opportunity to perform the work required for such remodeling at the applicable contract rate except that such opportunity to perform such work shall not include any overtime hours. When members of the bargaining unit within such store are not available for such work, such work may be performed by persons not in the bargaining unit.

Notwithstanding anything to the contrary contained in this Agreement between the parties, it is agreed and understood that the probationary period for any new hires in such new or reopened stores referred to above shall not begin until the fifteenth (15th) day following such opening or reopening of such stores to the public.

1.14

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 18.3 of this Agreement.

SECTION 2 EMPLOYMENT AND UNION MEMBERSHIP

2.1 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 on the eighth (8th) day from such notice unless the Union notifies the Employer in writing that the employee has complied with the provisions hereof.

If the Union discovers within thirty (30) days after the discharge of an employee that the discharge was in error, the Union shall so advise the Employer, provide the Employer with bona fide evidence that the termination demand was improper and the Employer shall then reinstate the employee with full seniority on the first weekly schedule posted by the Employer after being so notified by the Union in writing. [Bargaining Note: The companies will work with the unions involving extenuating circumstances]

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 any way connected with the Employer's compliance with this provision.

2.2 JOB REFERRAL AND NON-DISCRIMINATION

2.2.1 UNION HALL HIRING (MEAT): An Employer who desires to employ persons in work covered under this Agreement shall inform the Union of the number and qualifications of persons desired, the location of the job site and the expected duration of the job at least forty-eight (48) hours (exclusive of Saturdays, Sundays, and recognized holidays) in advance of the time that such persons are required, or within a lesser period if extraordinary conditions so warrant.

2.2.2 The Employer shall not discriminate against any person in regard to hire, tenure of employment or job status because of race, creed, religion, sexual orientation, color or national origin, nor shall age, disability unrelated to the job duties, veteran status or sex under any circumstances be a basis for rejection or termination of an otherwise qualified employee or applicant for employment.

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 the Collective Bargaining Agreement under current case law.

When used, the term "he" refers to human beings of either sex and is used only for grammatical simplicity.

2.2.3 Disputes or disagreements arising out of this section shall be referred to the Adjustment Board and the Arbitration process as provided for in this Agreement.

2.3 **OTHER HIRING:** Whenever new employees are hired for jobs covered by this Agreement, from sources other than the list maintained by the Union, or when employees are transferred to jobs covered by this Agreement from outside the jurisdiction of this Union, the Employer shall:

2.3.1 Promptly notify the Union of such employment in writing providing the employee's name, resident address, hire or geographical transfer date, place of employment (store number), job classification, mobile cell phone number and email address (if provided by the employee) and social security number if the employee is a new hires.

2.3.2 Promptly advise the employee of the terms and provisions of this Agreement and of his obligations hereunder and

2.3.3 Direct the employee to report to the Union within seven (7) days from the time of employment to be advised of the terms and provisions of this Agreement and of his obligations hereunder, and to complete necessary applications, forms and papers for qualification under the Health and Welfare, and Pension Plans provided by this Agreement.

The Union agrees to provide the Employer with Union application forms and standard information concerning Union dues and initiation fees. When completing new employees' new hire paperwork, the Employer will provide each employee with such Union application forms and Union dues/initiation fee information for their completion and forwarding to the Union. The responsibility to complete and forward these forms to the Union shall continue to be the responsibility of the employee.

The Employer will also provide each new hire with the Health and Welfare Trust benefit application forms, if supplied by the Union. The responsibility to complete and forward these forms to the Union shall continue to be the responsibility of the employee.

2.3.4 **EMPLOYMENT:** If the Employer obtains a new employee through a private employment agency or a private training school, he shall pay the employment agency fee, or any training fee paid by or required of the employee.

2.4 **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.

2.5 **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.

2.6

EXTRA WORKER: (MEAT) An Extra Worker Is an employee who is scheduled on a daily and/or weekly basis and is not subject to the probationary period of Section 3.1 hereof, except as set forth below:

An Extra Worker may qualify to become a regular employee if he has completed sixty (60) days of employment, with the hiring Employer.

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.

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.

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.

Extra Workers shall be entitled only to those benefits and contract rights reserved for Extra Workers within this Collective Bargaining Agreement.

Extra Employees are not entitled to vacation accumulation or credit for any purpose.

Extra Worker's pay is \$1.50 per hour, for all hours worked, above the straight-time rate for the appropriate classification.

Extra Workers, discharged for cause, shall be paid for time worked.

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.

When an individual is sent out by the Union to a position at the request of the Employer, or when an individual is requested to report for work by the Employer, and in either case, arriving there on time is not permitted to work, such individual shall be paid a day's pay; provided, applicants for vacation relief or steady employment may be referred to a scheduled interview by the Employer and no pay shall be required for such period of interview, unless he or she is put to work on such day of interview, in which event he or she shall be paid a full day's pay.

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.

Extra Employees do not have to serve a probationary period if they have completed sixty (60) days of employment with the hiring Employer. Extra Employees shall receive the extra rate of pay for all hours worked.

Extra meat cutters and meat clerks shall receive extra pay for all hours worked. Extra workers who work a holiday week and are paid for a holiday not worked shall not receive the extra pay for that day only.

SECTION 3 DISCHARGES AND LAYOFFS

3.1 The Employer shall not discharge or discriminate against any 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 Employer be operating as an individual, firm, company, partnership, joint stock company or corporation.

PROBATION There shall be a sixty (60) day probationary period for all new employees, during which time they may be discharged for any reason except if such discharge is in violation of Section 2.2.2, or 3.1 of this Agreement. Following completion of such period, the employee shall become a regular employee for all purposes under this Agreement and his seniority shall date from the first day of employment.

3.2 **TERMINATION:** Except for reasons beyond the Employer's control, regular employees who work on 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 on 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 sixty (60) days or longer).

3.3 **WORK PERFORMANCE:** The Employer shall have the right to discharge any employee for just cause. If the employee feels he has been unjustly discharged, he shall have the right of appeal, in writing, to be submitted to the Employer through action of the Union within ten (10) business days after the date of said discharge.

Before a regular employee is discharged, suspended, or demoted for incompetence 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 date of issue. Written warnings need not be processed beyond the union filing a grievance in order to preserve the union's right to challenge the warning if it is used as progressive discipline in the future.

Disciplinary suspensions issued as corrective action shall become null and void after twelve (12) months of active employment from the completion of such disciplinary suspension, excluding "last chance" or "in lieu of termination" discipline, under the following conditions:

1. Failure to perform job duties, or;

2. Failure to maintain work schedule

3.3.1 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 the discharge is for cause, the Employer agrees to submit the reasons for discharge, upon request from the Union, as soon as practicable but no later than three (3) days prior to a duly convened Board of Adjustment.

3.4 **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.

3.5 **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.

3.6 **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 Employer 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.

SECTION 4 SENIORITY

4.1 **DEFINITION:** Seniority shall mean continuous service with the Employer and no employee shall suffer loss of seniority by reason of approved leave as provided for in this Agreement.

The Employer and the Union will meet to realign the Local Union's seniority area as needed.

4.2

CLASSIFICATION: Seniority shall be by classification listed as follows and in Section 9:

1. Managing Clerks
2. Senior Head Clerks and Senior Produce Clerks
3. Head Clerks
4. Head Non-Food/General Merchandise Clerks
5. Head Meat Cutter
6. Experienced Food and Apprentice Clerks
7. Non-Food/General Merchandise Clerks, Apprentice Non-Food General Merchandise Clerks and Floor Clerks
8. Office Clerks
9. Utility Clerk and Apprentice Utility Clerks
10. Journeyman Meat Cutter and Apprentice Meat Cutter (For the purpose of layoff and recall, Journeyman Meat Cutter and Apprentice Meat Cutter shall be considered as one (1) classification.
11. Meat Clerks.
12. Courtesy Clerks subject to the restrictions of Section 9.3 hereof; Seniority of Courtesy Clerks shall be on a store-by-store basis, except that Courtesy Clerks transferred to another location will carry Courtesy Clerk seniority with them to the new location.

In the event that an Apprentice Food Clerk, who had previously served as a Courtesy Clerk, is going to be laid off before the completion of the first 520 hours of the apprentice progression then in that event the Apprentice Clerk may step back temporarily into the Courtesy Clerk classification at the store in which they are currently working until recalled.
13. Employees employed in classifications covered by addendum agreements shall be deemed separate classifications.
14. Meat Clean Up

4.3

APPLICATION: Reduction in part-time hours due to lack of work and weekly business fluctuations causing decreases in hours are to be handled among part-time employees by seniority and by classification on a store-by-store basis as is presently done, pursuant to Section 4.10.3

In case of layoffs (i.e., reduction in the number of employees), Section 4.3.2 shall apply.

It is recognized that an Employer's business conditions may from time-to-time require the temporary reduction of the hours of full-time employees. No full-time employee in the store affected by the lack of work shall be reduced to fewer hours than those scheduled and/or worked by any part-time employee in the store. In order to effectuate the above, the Employer may make necessary operational transfers consistent with the provisions of Section 4.9. In this agreement, nothing contained in this Section shall affect the right of the Employer to transfer employees or the right of employees to request transfers pursuant to the provisions of Section 4.9.

A full-time employee subject to reduction in hours as set forth in the paragraph above shall be given a choice of replacing the least senior full-time employee in the geographical seniority area or accepting the temporary reduction in hours in his store. If the employee elects to accept the reduction in hours, he shall have first preference for all available additional hours in that store up to and including a full-time, forty (40) hour job opening. While such an employee is temporarily working less than forty (40) hours he shall retain his full-time designation for a period of six (6) months following the initial reduction.

A Regular Full-Time Employee (FOOD) is:

1. One who is hired or designated by the Employer to a regular forty (40) hour job opening, excluding relief for vacation, illness, authorized absences, or weekly business fluctuations.
2. An employee who becomes full-time pursuant to Section 4.10.1.

A Regular Employee (MEAT) is:

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. **NOTE:** All Apprentice and Journey Meatcutters are designated as regular full-time as a result of their classification.
2. **Regular Part-Time Employee:** An employee who has completed the sixty (60) day probationary period and who is hired to work less than forty (40) hours per week. He is guaranteed a minimum of four (4) hours per day when the employee works as scheduled or required. Part-time employees may be scheduled five (5) days per week to fill in for temporary vacancies (vacations, etc.) without changing their part-time status.

4.3.1

PROMOTION: Determination of which employee is to be promoted will be based upon seniority and reasonable qualifications. Qualifications shall include such factors as experience, job performance, aptitude, attendance, etc. Where merit

and ability are approximately equal, seniority shall control.

Where an employee who has been promoted is unable to perform the duties of the higher classification or is being laid off from a classification above Experienced Food Clerk, he shall have the right to be demoted to his former or equivalent position without loss of seniority, and his right to such employment shall not be jeopardized by reason of such demotion.

An employee selected for a promotion will serve a sixty (60) calendar day probationary period, excluding Meat Clerks promoted to Apprentice Meat Cutter which shall be thirty (30) days. During this sixty (60), or thirty (30) day probationary period for Meat Clerks promoted to Apprentice Meat Cutter, 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. If the employee is disqualified or rejects the position, they may return to their former classification and former rate of pay with no loss of seniority. Furthermore, any discipline for failure to perform work as required that was received during the probationary period would be rescinded. Following the disqualification or rejection, the employee may not bid for the same position for a period of six (6) months following the date of disqualification or rejection.

All permanent job vacancies except Courtesy Clerks shall be posted, at each store of the Employer within the seniority area specified herein, for a period of five (5) days. The job posting shall specify the job classification and location of the store where the permanent job vacancy exists. Any employee interested in the permanent job vacancy must complete a job bid form and return it to the Store Manager on or before the expiration of the posting period. In the event the Employer decides to promote an existing employee to fill the permanent job vacancy, then in that event the selection of the employee to be promoted shall be in accordance with the provision set forth herein.

Any successful bidder who thereafter declines the promotion or is unable to perform the duties of the job shall be ineligible for any subsequent promotional bid for a period of six (6) months.

All permanent job vacancies below the Experienced Food Clerk classification shall be handled on a store-by-store basis. The Employer agrees to provide the Union with a list of employees, bimonthly, who have been promoted to positions above Experienced Clerk. There shall be no reduction in pay when a Non-Food/General Merchandise Clerk or Addenda employee is promoted to an Apprentice Food Clerk vacancy.

4.3.1.1

SELF-DEMOTION: The Employer may impose disciplinary action for conduct preceding an employee's decision to self-demote or continue previous progressive discipline subsequent to self-demotion consistent with Section 3.3 of

the Agreement.

Employee self-demotion is permitted as outlined above and the Employer will accommodate an employee self-demotion request within ninety (90) days of such request. If there are circumstances that do not allow this to be accomplished within ninety (90) days, the Employer will advise the employee and the Union of such reasons and their plans to complete the transition as soon as reasonably practical. The parties understand and agree that completing any self-demotion is contingent on the availability of a person to fill the vacant position.

4.3.2 TEMPORARY 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 until the list of employees previously laid off has been exhausted.

4.3.3 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. Such employee shall concurrently be notified by telephone or certified mail, a copy of which shall 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.

4.3.4 It is further understood that the employee will not be able to claim wages under the provisions of sub-section 4.3.3 hereof 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 within seven (7) days of his notice of layoff, the above provisions do not apply.

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

1. Is discharged for just cause;
2. Resigns or voluntarily quits;
3. Is absent from work for six (6) consecutive months due to layoff;
4. Is absent from work for more than thirty (30) days due to death in the immediate family;
5. Fails to return to work upon completion of a leave of absence as defined in Section 5.15;
6. Fails to report for work when recalled as provided in Section 4.3.3 of this Agreement.

4.5 SCHEDULE SELECTION: (FOOD) The word "schedule" is interpreted to mean the weekly work schedule, including work on premium days, early and late work

schedules.

- 4.5.1 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.
- 4.5.2 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 include such factors as experience, job performance, aptitude, attendance, etc. It is recognized that employees must possess the necessary qualifications to perform the work when asserting their seniority either into or out of the Employer's produce department, or for work assignments requiring special skills and background.
- 4.5.3 It is understood part-time employees may not bid for the schedule of other employees.
- 4.5.4 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 the contract or having to pay a penalty for improper scheduling of shift intervals, or consecutive workdays.
- 4.5.5 **SCHEDULE SELECTION:** (MEAT) Shift assignments shall be determined by the Employer, with due consideration being given to hardship cases and cases of merit. Where shift changes are requested, the minimum lapse time between shifts shall be ten (10) hours and any employee called back to work in less than ten (10) hours lapse time shall be paid time and one-half (1½) his regular straight-time rate for all work performed during said ten (10) hour lapse period.
- 4.6 **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.
- 4.7 **LISTS:** The Employer agrees to provide a seniority list of employees in January and July. Such list shall be by seniority, listing the employee's date of hire, name, work location, classification, current rate of pay, mobile cell phone number and email address (if provided by the employee) employee identification number, and indicate if the employee is part-time or full-time.

Upon request by the Union, the Employer will provide a legend of Company job titles and what classification they fall within the collective bargaining agreement.

The list may be posted by the Union on a semi-annual basis in the stores break room.

4.8 **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.

4.9 **TRANSFERS:** An employee who wishes to be transferred to store locations nearer his home shall so notify the company, in writing, indicating the particular area and stores in question. When permanent vacancies arise in that store for which the employee is qualified, the Employer will give full consideration to transferring him before filling the vacancy. If his transfer takes him across Local Union jurisdictional lines, his seniority rights shall be as set forth in Section 9 (Classification of Employees). Once a person has affected a transfer pursuant to this paragraph, future requests will not be honored for a two (2) year period.

With respect to layoffs, recall and promotions, seniority shall be based upon the length of the service with the Employer in the area covered by this Agreement; 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 (1st) 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.

Transfers from one seniority area to another seniority area shall not be compulsory nor shall any employee be disciplined or otherwise discriminated against for refusing to accept such a transfer. Within an individual seniority area the Employer agrees that they will not arbitrarily or capriciously transfer employees.

The area referred to above is spelled out in Section 1.1.1 - Union Recognition.

4.10 **PART-TIME EMPLOYEES:**

4.10.1 **REQUEST FOR FULL-TIME WORK:** Part-time Food Clerks, Non-Food/GM Clerks and Meat Clerks shall be offered full-time forty (40) hour job openings or part-time job openings with more hours excluding relief for vacations, illnesses, or other authorized absences within the employee's assigned store, based upon said employee's seniority.

The Employer will maintain a guarantee of at least forty percent (40%) full-time jobs by seniority within each store for Food and Non-Food/General Merchandise Clerks covered by this Agreement, excluding Courtesy Clerks.

No employee will be transferred into or out of a store to circumvent the application of this Section. The aforementioned provisions shall not affect the right of the Employer to transfer employees or the right of employees to request a transfer

pursuant to the provisions of Section 4.9. In the event a full-time forty (40) hour job becomes available in a store in which no employee is on the bid list, the most senior employee on the bid list, with the necessary qualifications, within the geographical jurisdiction of the Union shall be offered the job before any employee is hired into said store.

4.10.2 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 (e-mail) submitted when operationally feasible, of their desire for more hours and they shall be afforded such hours by seniority.

4.10.3 REDUCTION IN HOURS AND LAYOFF: Reduction in part-time employees' hours, due to lack of work, shall be accomplished by seniority and by classification on a store-by-store basis.

In the reduction of the number of employees due to lack of work, the least senior employee in the classification shall be the first to be laid off and, in recalling the most senior employee laid off in the classification shall be the first recalled until the list of employees previously laid off has been exhausted. Such employees shall be notified by telephone, or if not reached by telephone or certified mail, a copy of which shall be sent to the Union.

4.10.4 WAGE CLAIMS: It is understood that employees will not be able to claim wages under this interpretation, 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 notice of layoff, the above provisions do not apply.

4.10.5 WEEKLY GUARANTEE: All part-time employees (excluding Courtesy Clerks) shall be scheduled for at least twenty-four (24) hours work in each week.

Each Courtesy Clerk shall be scheduled for at least sixteen (16) hours work in each week or as provided in Section 9.3.1.

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

1. The store is normally open for business six (6) days or less in the workweek;
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, the Employer and the Union agree that the employee may work less than twenty-four (24) hours per week or less than sixteen (16) hours per week if the employee is a Courtesy Clerk, or as

provided in Section 9.3.1;

5. An unanticipated, significant business fluctuation;
6. During the week an employee is recalled from layoff or returns from leave of absence.

4.10.6 Part-time experienced employees (excluding Courtesy Clerks) with fifteen (15) or more years of service with the Employer will be guaranteed twenty-eight (28) hours per week. This provision will become effective thirty (30) days after the employee reaches their fifteen (15) year anniversary. If an employee does not desire the twenty-eight (28) hour guarantee they shall submit a written request to the Employer requesting instead to work no more than twenty four (24) hours per week.

4.11 (FOOD) Notwithstanding anything to the contrary contained in this Agreement, any employee can perform the work of a lower paid classification except that Non-Food and General Merchandise Clerks can only perform Courtesy Clerk duties.

SECTION 5 GENERAL PROVISIONS

5.1 SAFETY RULES: Safety rules pertaining to the conduct of employees shall be conspicuously posted by the Employer in his place of business, and the Employer shall maintain in his store, or place of business, a fully equipped first aid kit. Employees will be provided with appropriate safety training and/or necessary personal protective equipment when assigned to cleaning duties where such training or equipment is required by Federal and/or State Law.

5.1.1 WORKING CONDITIONS AND SAFETY: (MEAT) Adequate "First Aid Equipment" shall be furnished and maintained in the shop, in a place readily and conveniently accessible to the employees.

All first aid kits shall contain no cotton and be maintained so as to contain the following:

- | | | |
|-----|-------------------------------------|--------------|
| 1. | 50 Adhesive Bandages | 1" x 3" |
| 2. | 2 rolls Adhesive Tape | 2.5 yards |
| 3. | 25 Antibiotic Treatment Application | 1/57 ounce |
| 4. | 50 Antiseptic Applications | 1/57 ounce |
| 5. | 1 Breather Barrier | ----- |
| 6. | 2 Burn Dressing Gel Soaked | 4" x 4" |
| 7. | 25 Burn Treatment | 1/32 ounce |
| 8. | 2 Cold Pack | ----- |
| 9. | 2 Eye Coverings | ----- |
| 10. | Eye Wash | 4 oz ounce |
| 11. | 1 First Aid Guide | ----- |
| 12. | 10 Hand Sanitizer | .9 gram |
| 13. | 4 Pair Exam Gloves | ----- |
| 14. | 2 Roller Bandage | 2" x 4 yards |

15.	1 Roller Bandage	3" x 4 yards
16.	1 Scissors	-----
17.	1 Splint	4" x 24"
18.	4 Sterile Pads	3" x 3"
19.	1 Tourniquet	-----
20.	4 Trauma Pads	5" x 9"
21.	2 Triangular Bandages	40" x 40" x 56"

Basic content Industrial Kit, add as necessary.

A suitable floor covering shall be placed over any concrete or concrete substitute floor behind the meat counter.

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 who are assigned to continuous work in freezers will not be required to remain therein more than fifty (50) minutes out of each hour.

5.2 MILITARY SERVICE: The Employer agrees to comply with the terms of the Universal Military Training and Service Act and Reemployment Rights Act, with reference to all provisions providing for the re-employment of persons entering Military Service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

5.3 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.

5.4 FLOOR COVERING: Wood or suitable floor-covering shall be provided for on all concrete floors behind check-stands.

5.5 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. Provided, however, that if drip-dry uniforms are furnished by the Employer, then the employee will maintain such uniforms.

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.

5.6 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.

Employees required to work in refrigerated rooms shall be permitted to wear slacks, sweaters, or other suitable clothing to adequately protect them from cold and dampness while working in such rooms.

The Employer shall provide rain jackets.

Employees will be allowed to wear appropriate clothing to protect from inclement weather in accordance with the Employer's dress code policy.

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

Employees required to work 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.

5.7 TOOLS AND EQUIPMENT: (FOOD) The Employer shall furnish all the required equipment and tools necessary for their employment, without cost to the employee.

(MEAT) All grinding of tools and sharpening of saws shall be at the Employer's expense.

(MEAT) 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.

5.8 PAY DAY AND DEDUCTIONS: Employees shall be paid at least once each week, within five (5) days after the termination of the week's work, and before his shift terminates on pay day except in extenuating circumstances and any holiday week when the above period shall be increased to six (6) days. The Employer shall furnish each employee with a weekly wage statement showing his name, hours of work, overtime if any, total wages paid and list of deductions made.

(MEAT) The Employer agrees to keep records of time worked by all employees in such a manner as is prescribed by the applicable provisions of the Fair Labor Standards Act whether or not the Act actually applies to the Employer.

5.9 BULLETIN BOARDS: The Union may put up bulletin boards in the stores no larger than 36 inches in height and 30 inches in width. Such bulletin boards are to be placed in a conspicuous area of the store such as the lunch room or near time clocks, however, the Company may determine the final location. The

Company has the sole discretion to determine whether any such materials are "detrimental" to the company's interest. Such notices shall contain only matters of official Union business and shall not be used as propaganda.

5.10

UNION BUSINESS: The Employer recognizes the right of the Union to appoint Shop Stewards. The Employer agrees to schedule up to three (3) Shop Stewards, based on store size and volume, designated by the Union, a day off, at the employees' daily straight-time rate based on the average daily hours worked in the preceding pay period, 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." In all such instances the Employer shall be notified not less than two (2) weeks 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. The Employer further agrees that these representatives will not suffer any loss in their normal 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 the contract 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.

Upon written request of the Union, employees shall be allowed time off without pay for the purpose of attending agreement negotiations, adjustment or arbitration Board hearings, or for other bona fide Union business including Union Executive Board meetings. 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.

Should an employee be notified, by a representative of management, that he will be subject to an investigative interview, by the Employer, the employee shall be given an opportunity to speak briefly with the Shop Stewards, if the Shop Steward is on duty. The Shop Steward shall be given the opportunity of a brief, private meeting, with the employee to be interviewed, so that he may be informed of his right to request a Union Representative to be present during the interview.

5.11

UNION EMBLEM: The Union agrees to issue Union Store Cards or window decals to the Employer under the rules governing Union Store Cards set forth by the U.F.C.W. Such Union Store Cards and decals are, and shall remain, the property of said U.F.C.W. and the Employer agrees to surrender said Union Store Cards or decals to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the

conditions under which said Union Store Cards or decals are issued.

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

5.12 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.

5.13 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.

5.14 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.

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

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

(FOOD) 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 at least half of the daily shift. Failure to so report shall render null and void any claim for jury service for that day.

(MEAT) In the event an employee is released from jury duty at any time prior to 12:00 noon, he shall return to work and shall be allowed a reasonable time to eat lunch and to return to the market; provided, however, a combination of the total hours spent on jury duty and working shall not exceed nine (9) hours, including time to return to the market and lunch period.

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 time and one-half (1½) shall apply for all time in excess of the combined total of eight (8) hours. The employee shall supply the Employer with verification of 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.

Notwithstanding the scheduling provisions contained in this Agreement, the scheduled days off of an employee called for jury duty may be changed so the employee reports on his day off.

5.15 LEAVES OF ABSENCE: Leaves of absence shall be granted as follows:

5.15.1 SICKNESS AND NON-INDUSTRIAL INJURIES:-Up to twelve (12) months after one year's employment.

5.15.2 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 year's seniority at the time said leave of absence commences.

5.15.3 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.

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.

5.15.4 The parties agree to comply with the Family Medical Leave Act (FMLA), and the Americans with Disabilities Act (ADA), and the equivalent State Acts and regulations.

5.16 FUNERAL LEAVE:

5.16.1 PART-TIME FUNERAL LEAVE: Part-time Food Clerk employees shall be entitled to two (2) days funeral leave pay, consistent with items 1, 2, and 3 of subsection 5.16.2, for the actual day of the funeral if scheduled to work on said day, and an additional two (2) days unpaid leave for part-time employees upon request, except for part-time Meat Clerks who shall be entitled to a maximum of three (3) paid days.

5.16.2 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 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. Requests for such paid funeral leave entitlement after one (1) 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.
5. Employees also may request in writing, and have granted by the Employer, up to an additional thirty (30) day personal leave of absence pursuant the provisions of Section 5.15.3.
6. For the purpose of subsection 5.16.1 and 5.16.2, a member of the immediate family means the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren, stepmother, stepfather, stepchildren and registered domestic partner.

A thirty (30) day leave of absence without pay shall be allowed where necessary in order to care for necessary details resulting from the death of a member of his immediate family as herein above defined; provided, further, that all leaves of absence granted in this Agreement shall be considered as part of the continuous service with the Employer.

5.17 RETURNED CHECKS: Where the Employer has a posted or published check-cashing policy, the employees shall conduct themselves accordingly, and when an employee follows such policy, he shall not be held financially responsible for returned checks, other than his own personal check, nor shall he be expected or required to locate the check-cashing customer.

5.18 DUES CHECKOFF: The Employer agrees to deduct uniform monthly dues, initiation fees, and assessments as determined by the Local Union 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 Local 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.

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 Bargaining Agreement, whichever shall be shorter, unless written notice is given by the employee to the Employer and the Local 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.

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.

5.19 POLITICAL CHECKOFF: The Employer agrees to deduct political contributions monthly as determined by the Employer 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 Local 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.

Authorizations for deductions are to be entirely voluntary upon the part of each such individual employee unless written notice is given by the employee to the Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of the Collective Bargaining Agreement.

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.

5.20 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 six (6) 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 personal leave of absence. After the service period ends, the employee(s) will be returned to his job or a comparable position with no loss of seniority. He will not, however, be credited any hours with the Employer toward advancement in the wage scale. He will be returned to the same wage as he 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.

SECTION 6 HOURS, OVERTIME AND SUNDAY PREMIUM PAY

PREAMBLE: In the event 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 re-negotiate 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.

BASIC WORK DAY 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. Employees, other than those scheduled to work six (6) days in a week, shall receive two (2) days off, not necessarily consecutive, in each calendar week. 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).

A workweek consisting of four (4) ten (10) hour days may be implemented by mutual agreement of the parties.

(MEAT) Regular meat employees shall be guaranteed payment for eight (8) hours for each day and for forty (40) hours for each week subject to the addition of all premium and overtime provisions unless, at the time they are told to report to work, they are advised that they are being hired or brought to work on a predetermined, short workweek of less than five (5) days.

(MEAT) Meat employees who are not scheduled to work Saturday shall be notified by Friday, prior to completion of employee's shift, of the change in schedule. Any employee who is not notified of a change in his schedule in accordance with this provision shall work the following week on the same schedule as he worked the prior week. No changes shall be made in the meat employees' schedule without forty-eight (48) hours' notice to the employees involved in such change of schedule.

(MEAT) In the rescheduling of predetermined short workweek the assignments shall be made on the basis of seniority within the appropriate supervisory district in the area covered by this Agreement.

(MEAT) Meat Clerks hired after 1/1/86 have a four (4) hour per day, 24 hour minimum per week guarantee.

(MEAT) Individuals hired on a day of the week subsequent to Monday shall receive the rate of a Journeyman Meat Cutter, or Apprentice, or Meat Clerk, as hereinafter set forth, provided that they are scheduled to work at least five (5) consecutive scheduled working days. In the event such employee works less than five (5) days after having been hired as above set forth, then and in that event, he shall receive the rate of an Extra Employee for such periods.

(MEAT) The straight-time pay period for work performed shall be any eight (8) hours worked within a period of eight and one-half (8½) hours by mutual agreement of Employer and employee or within a period of nine (9) hours between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday. Employees scheduled to work a shift in which his lunch period falls after midnight shall have the option of a one-half (½) hour lunch period if there is a consensus among the crew and the Employer mutually agrees. In the former Local 428 territory (Santa Clara County) the hours are 9:00 a.m. to 6:00 p.m.

(MEAT) In so-called twenty-four (24) hour operations any employee scheduled to work a shift in which his normal lunch period will fall after midnight, shall be scheduled to work eight (8) hours within eight (8) hours and shall be allowed to eat his lunch while on the job.

(MEAT) Employees hired prior to November 2, 1979, working as a Meat Clerk at a higher rate of pay with the eight (8) hour guarantee shall not be reduced as a result of this agreement.

6.1.1 HOLIDAY WORK WEEK: For all full-time employees, 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 a holiday falls. Even if scheduled to work thirty-two (32) hours during the week of a holiday, part-time employee's holiday pay shall be prorated in accordance with Section 10.1.5. Part-time employees shall be scheduled to work at least their minimum hours of weekly work excluding pay for the holiday.

Work shall not be performed without pay prior to the beginning of the scheduled working day. It is understood that the checking of produce or shelf prices shall be considered as time worked. 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.

6.2 OVERTIME AND PREMIUM WAGE RATES: The overtime and premium wage rates of pay shall be as follows:

TIME AND ONE-THIRD:

Effective January 1, 2006, work performed on Sunday shall be paid at a rate of one and one-third (1.333x) times the straight time hourly rate. Courtesy Clerks hired after June 13, 2005, are not entitled to Sunday premium. All employees hired on or after, June 28, 2013, shall be paid one (\$1.00) dollar an hour above their regular rate of pay except Courtesy Clerks who shall be paid their regular

hourly rate on Sunday for work performed on Sunday.

TIME-AND-ONE-HALF THE STRAIGHT-TIME HOURLY RATE:

1. Work in excess of eight (8) hours per day.
2. Work in excess of forty (40) hours per week.
3. Work on the sixth (6th) day worked in a calendar week.
4. (FOOD) 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.
5. (FOOD) Work performed after the sixth (6th) consecutive day worked without reference to the calendar week by a normal six-day employee until consecutive days are broken by a day off, except when the schedule is being changed in accordance with this Agreement.
6. (FOOD) Work performed by a full-time employee called in to work on a scheduled day off and given shorter notice than required by the Agreement, 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.
7. Work performed within ten (10) hours from the time the last shift ended.
8. Work performed where a meal period is not afforded in conformity with Section 7.5.

DOUBLE THE STRAIGHT-TIME HOURLY RATE:

1. Work in excess of eight (8) hours on the sixth (6th) day worked in a calendar week.
2. (FOOD) 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 in this Agreement (in addition to holiday pay if entitled) regardless of which day of the week the holiday falls, for employees hired prior to or on June 13, 2005 in the Food Agreement and prior to or on June 22, 2005 in the Meat Agreement. For Food employees

hired after June 13, 2005 and Meat employees hired after June 22, 2005, work performed on the holiday (in addition to holiday pay if entitled) will be paid at their straight-time hourly rate and an additional one (\$1) per hour premium.

5. (FOOD) Work performed after five (5) hours on a Sunday until a meal period is taken.
6. (FOOD) Work performed on a Sunday until ten (10) hours between shifts has elapsed.

DOUBLE TIME AND ONE-QUARTER THE STRAIGHT-TIME HOURLY RATE:

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

DOUBLE TIME AND ONE-HALF THE STRAIGHT-TIME HOURLY RATE:

1. (FOOD) Work performed by a full-time employee on Sunday when Sunday was a scheduled day off and the employee was given shorter notice than that required by the agreement but if such an employee works six (6) days during that calendar week, work performed on that Sunday shall be paid at the rate of time-and-one half (1.333 x effective January 1, 2006) the straight-time hourly rate and that on the sixth (6th) day worked, shall be paid for at the applicable overtime rate.
2. (FOOD) Work performed on Sunday, which is in excess of six (6) consecutive days by a six-day employee.
3. Work performed after five (5) hours until a meal period is taken on a holiday.
4. Work performed on a holiday until ten (10) hours between shifts has elapsed.
5. (MEAT) Work performed in the Meat department on a holiday and on Sundays in excess of eight (8) hours.

TRIPLE THE STRAIGHT-TIME HOURLY RATE:

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

6.2.1 OVERTIME AND PREMIUM WAGE RATES (MEAT)

(MEAT) All work performed in excess of eight (8) hours in one (1) day, or on the sixth (6th) day worked in a calendar week, shall be paid for at the overtime rate, of one and one-half (1½) times the employee's regular straight-time hourly rate of pay and on the seventh (7th) day worked in a calendar week shall be paid at the overtime rate of two (2) times the employee's regular straight-time hourly rate of pay.

(MEAT) Employees who are scheduled to work a regular eight (8) hour shift which commences before 8:00 a.m. or ends after 6:00 p.m. on any day shall receive overtime pay at the appropriate rate for any time worked in excess of such eight (8) hours in addition to the two-dollar (\$2.00) shift premium required in Section 7.8.1, of this Agreement. Employees who are scheduled to work a regular eight (8) hour shift between the hours of 8:00 a.m. and 6:00 p.m. on any day and who are required to work in excess of such eight (8) hours after 6:00 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 in Section 7.8.1. In the former Local 428, the hours shall be 9:00 a.m. to 6:00 p.m.

(MEAT) Any regular full-time employee called to work on his scheduled day off shall be paid at the rate of time and one-half (1½) the regular straight-time rate of pay for that day, except that if he works a sixth (6th) day, he shall be paid at the rate of straight-time that day and at the rate of time and one-half (1½) on the sixth (6th) day. The employee shall not be given a substitute day off unless he requests another day off in lieu of the day off which he worked.

6.3 CONSECUTIVE DAYS: (FOOD) 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.

6.4 SCHEDULED WORK: (FOOD) 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.

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

SECTION 7 WORK SCHEDULES AND PREMIUM RATES

7.1 POSTING OF WORK SCHEDULES: (FOOD) The Employer agrees to keep posted in each store a weekly schedule, in ink, of working hours for all employees. Such schedule shall show the full name of each employee, classification, starting time, meal period, finishing time and days off and this schedule shall continue in effect until a new one is posted. The schedule shall contain the employee's full name and total weekly hours scheduled. A twenty-four (24) hour notice of any change in such schedule, other than meal period, shall be given by the Employer, except that in the case of a change in a day off, at least five (5) days advance notice shall be posted except in case of a bona fide emergency.

7.1.1 POSTING NOTICE: (FOOD) Work schedules must be posted by 3 p.m. on Thursday of the week preceding the week in which such schedules are to be effective. If assignment of employees to schedules is inconsistent with the terms of Section 4.5, employees will have until 6 p.m. on Thursday (or three (3) hours

after the schedule is posted) to bring such inconsistency to the store manager's attention and seek assignment in accordance with Section 4.5. 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. If the schedule is not posted timely due to circumstances beyond the control of the person responsible for posting it, the untimely posting shall not be the basis of any monetary claims.

7.1.2 POSTING NOTICE: (MEAT) Subject to the provisions of this Agreement, the Employer shall keep posted a work schedule in ink in all its meat departments no later than 3:00 p.m. Thursday of each week and, except in cases of emergency, no changes shall be made in the said schedule without forty-eight (48) hours' notice to the employees involved in such change of schedule. Such schedule shall show the full name of each employee, the classification, starting time, meal period, finishing time, days off and this schedule shall continue in effect until a new one is posted.

7.1.3 The Company recognizes the importance of posting the weekly schedule in a timely fashion. When any failure to timely post schedules is brought to the Company's attention, it will take appropriate and affirmative steps to assure compliance with the contract and to prevent reoccurrences and will inform the Union of the steps that it has taken.

7.2 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 time and one-half (1½) the employee's straight time rate for all work performed up to the time said ten (10) hour period between shifts shall have elapsed.

7.3 SCHEDULED TO WORK A HOLIDAY: (FOOD) Any employee, normally scheduled to work five (5) days, who is temporarily re-scheduled to work on a holiday shall be permitted to work his normal number of working days that week.

7.4 CHRISTMAS EVE: No employee shall be required to work after 8:00 p.m. on Christmas Eve except those employees necessary to service the customers in the store at 8:00 p.m. and to properly close and secure the store.

NEW YEAR'S EVE: (FOOD) On New Year's Eve, the store shall be staffed with volunteers between 8:00 p.m. and 12 midnight. If insufficient employees volunteer, assignment shall be by inverse seniority within the store. The employer will post a sign-up sheet for volunteers, in a conspicuous location at least two weeks in advance of New Year's Eve or Christmas Eve.

HOLIDAY EVE (MEAT): No employee shall be required to work after 8:00 p.m. on Christmas Eve and New Year's Eve. Between 8:00 p.m. and midnight on Christmas Eve or New Year's Eve, the store will be staffed with volunteers. If insufficient employees volunteer on New Year's Eve, assignment shall be by inverse seniority.

7.5 MEAL PERIOD: Each employee shall be released from work for his meal period within five (5) hours, but no sooner than three (3) hours of the time of his reporting to work. One (1) full uninterrupted hour should be given as a meal period or one-half (½) uninterrupted hour shall be posted and given as a meal period with the mutual agreement of the Employer and employee. No employee shall work longer than five (5) hours without a meal period except as provided in Section 7.5.2 of this Agreement. Employees working in excess of five (5) hours during an eight (8) hour shift without a meal period shall receive overtime compensation for all such work performed in excess of five (5) hours until released for a meal or relieved from duty. In addition, all non-meat employees shall receive time and one-half (1½) for hours worked between the meal period and the completion of the third (3rd) hour.

7.5.1 (MEAT) During one (1) lunch hour in any workday in a market employing one (1) or more Meat Cutters in work covered by this Agreement, Monday through Saturday, there must be one (1) such employee 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 or operate for one 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 of Section 7.5.

7.5.2 In accordance with state law, the Employer may schedule up to a six (6) hour shift without a meal period. If said scheduled shift is greater than five (5) hours, the overtime rate shall not apply and shall include two unscheduled ten-minute breaks.

7.6 BREAKS: 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 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.

7.7 DAILY GUARANTEE: Any full-time employee (one who is normally scheduled to work forty (40) hours or more per week) who is ordered to report for work shall be guaranteed not less than eight (8) hours' work. Any part-time employees except students and courtesy clerks who are ordered to report for work shall be guaranteed not less than four (4) hours' work. Bona fide students, who, by reason of attending scheduled classes, may not work four (4) hours, may be individually exempted from this provision by written agreement of the Employer, the Union

and the employee involved.

- 7.7.1 ALAMEDA AND CONTRA COSTA COUNTIES:** (FOOD) Any part-time employees hired prior to May 2, 1983, except students and Courtesy Clerks who are ordered to report for work shall be guaranteed not less than eight (8) hours' work.
- 7.7.2** Experienced Non-Food Clerks who have had the eight (8) hour guarantee shall continue to enjoy the eight (8) hour guarantee provided they were in the above classification working for an employer covered by this agreement on May 3, 1983. New hires shall have a four (4) hour guarantee.
- 7.7.3** Meat Clerks hired after 1/1/86 have a four (4) hour per day, 24 hour minimum per week guarantee.
- 7.8 NIGHT PREMIUM:** (FOOD) All Food Clerks and General Merchandise Clerks, except Courtesy Clerks, 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 p.m. and 6 a.m.
- 7.8.1** (MEAT) Any Meat Cutter or Apprentice who may be required to work any part of his workday prior to 8:00 a.m. or after 6:00 p.m. shall be paid two dollars (\$2.00) in addition to his regular rate of pay or overtime pay if such overtime pay extends beyond 6:00 p.m. and is not by reason of an emergency. If a meat department employee works overtime beyond 6:00 p.m. as a result of an emergency they shall not be entitled to the two dollar (\$2.00) shift premium. In the former Local 428 (Santa Clara County) the hours are 9:00 a.m. 6:00 p.m.
- Meat Clerks shall receive a premium (\$.50) per hour to a maximum of two dollars (\$2.00) per shift for each hour in which any work is performed before 9:00 a.m. and after 6:00 p.m.
- 7.9 EMPLOYEES ON LAST SHIFT:** (FOOD) 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.

SECTION 8 WAGES

- 8.1** The Appendixes set forth the minimum rates of pay, effective dates and other provisions and are incorporated herein as if set forth in full.
- 8.2** Non-contractual discretionary bonuses may be modified or discontinued at the Employer's discretion with prior notice to the Union. This exception does not apply to over scale wage rates.

SECTION 9 CLASSIFICATIONS OF EMPLOYEES

- 9.1** For the purpose of this Agreement, the classification of employees is hereby

defined as follows:

- 9.1.1 MANAGING CLERKS:** Every store shall have a managing clerk unless the Employer, or a Supervisor within the meaning of the National Labor Relations Act, as amended, is actively engaged on the premises performing the work of the Managing Clerk. A Managing Clerk is an employee who has charge of and general supervision over not more than one store.

In the event the Employer or Supervisor is absent from the store for one or more eight (8) hour days in a week a clerk shall receive the wage scale of a Managing Clerk for said work.

- 9.1.2 SENIOR HEAD CLERK, SENIOR PRODUCE CLERK AND HEAD CLERK(S):** These are non-supervisory employees who in addition to their duties of Clerk in the course and scope of their employment, perform one or more of the following duties:

SENIOR HEAD CLERK: This classification shall apply only to the Senior Head Clerk who acts as Assistant to the Managing Clerk or Owner and is commonly known as the "second man" in the store.

SENIOR PRODUCE CLERK: This classification shall apply to an employee who goes to the wholesale produce market to buy produce, or who is in charge of the produce section or department. This classification shall apply in all cases where an employee was classified as a Head Clerk in the Employer's produce departments or sections under the 1964-67 Collective Bargaining Agreement, but shall not be applicable to Produce Managers or Buyers employed under said contracts who shall not be reclassified and who shall receive the same wage increases over their present rates of pay as all other employees.

- 9.1.3 HEAD MEAT CUTTER:** 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. Except in markets operated by an Owner.

- 9.1.4 HEAD CLERKS:** Acts as produce buyer at the store, or assists management in the operation of a Produce Section or Department; provided that where there is an employee in the department classified as a Senior Produce Clerk, this provision shall not require the classification of any other employee in the department as a Head Clerk.

Is engaged the major part of his time in the receiving department of the Employer's establishment, and is in charge of and responsible for the receiving of merchandise.

Has the authority and responsibility of buying or selecting merchandise for a department, section or area, or directs other employees in the performance of their duties in such department, section or area.

9.1.5 NIGHT STOCKING HEAD CLERK: In night stocking crews, a clerk shall be designated and paid as a Head Clerk to direct the work of the crew.

In every store having three or more full-time employees, where one or more of the employees perform the duties of Head Clerk, as a regular part of their employment, the Employer shall designate at least one of said employees to act as Head Clerk; provided, however, that the Employer may combine and rearrange the duties performed by his employees in order to minimize the number of Head Clerks required.

9.1.6 NON-FOOD/GENERAL MERCHANDISE HEAD CLERK has the authority and responsibility of buying or selecting merchandise for a department, section or area, or directs other employees in the performance of their duties in such department, section or area. It is understood that the mere occasional or incidental performance of any of the Non-Food/General Merchandise Head Clerk's duties shall not be construed as a basis for classifying any employee as a Non-Food/General Merchandise Head Clerk.

9.1.6.1 In the absence of a Deli Manager for a week or more, there shall be an employee designated to be in charge of the Deli and paid at the Non-Food/GM Head Clerk rate of pay, subject to the employee performing all of the essential functions of the job.

9.1.7 ADDITIONAL DUTIES: In the event that the Employer desires to assign additional non-supervisory duties and responsibilities to one of his employees over and above the normal duties and responsibilities of Head Clerk, then in such event the additional compensation to be paid such an employee shall be agreed upon between the Employer and the Union.

When an employee qualifies for or is held responsible for Senior or Head Clerk's duties, he shall receive the Senior or Head Clerk's pay for the entire shift.

It is understood that the mere occasional or incidental performance of any of the Head Clerk's duties shall not be considered as the basis for classifying any employee as Head Clerk.

9.2 EXPERIENCED FOOD CLERKS: An Experienced Food Clerk is an employee who has gained 5720 hours experience in the retail food industry.

PRIOR FOOD EXPERIENCE: 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.

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

9.2.1 APPRENTICE FOOD CLERKS: An Apprentice Food Clerk is an employee who has less than 5720 hours experience in the retail food industry. The Union agrees to negotiate with the Employer an appropriate rate, during the probationary period, for employees who have gained food store experience outside of the jurisdiction of the Northern California United Food and Commercial Worker's Unions. The appropriate Apprentice or Experienced Food Clerk rate shall be determined by the parties according to the employee's comparable previous retail grocery store experience.

It shall be understood that Apprentices shall be guaranteed full training within the apprenticeship period, including thirteen (13) weeks' work at the check stand and at least thirteen (13) weeks' work in shelf stocking assignments.

9.2.2 NON-FOOD/GENERAL MERCHANDISE CLERK: An Experienced Non-Food/GM Clerk is an employee that has gained 6240 hours' experience in the retail food industry.

9.2.3 UTILITY CLERK: The position of General Clerk shall be used by the Employer in the same capacity as that of a Non-Food/GM Clerk but shall be prohibited from performing any duties in the Bakery or Deli. The Employer is limited to no more than two (2) General Clerks in any one store. No current Non-Food/GM Clerk shall suffer any loss of work hours as of May 12, 2020, as a result of the introduction of this classification.

9.2.4 EXPERIENCED MEAT CUTTERS: 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.

Journeyman 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.

9.2.5 APPRENTICES MEAT CUTTERS: Two (2) Apprentices shall be allowed for every one (1) Journeyman. A journeyperson shall continue to be defined as an apprentice who has completed 4160 hours, with the understanding that this definition will have no application to the new hire/promoted wage progression.

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.

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.

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.

A Joint Advisory Committee consisting of a representative of the State of California, Division of Apprenticeship Standards, and an equal number of representatives representing the Employers and an equal number of representatives appointed by each Local Union as follows: Local 5 represents all segments of the Retail Meat Industry in Northern California and shall be charged with the responsibility of preparing a uniform Northern California-wide program to develop procedures, guidelines, and standards to train apprentices in compliance with the California Apprenticeship Law (Shelley-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 Joint Apprenticeship Committees to train Apprentice Meat Cutters working under contracts with Local Unions 5.

9.2.6

MEAT CLERKS: 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.

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 duties also include all types of cleaning, including heavy cleaning, and breaking down meat loads. (Only meat cutters shall disassemble and assemble equipment); fill the counter and 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; use slicing machine, cube steak machines, 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. Meat cutters will not have their hours reduced or be laid off as a direct result of the expansion of Meat Clerk duties.

9.2.7

PART-TIME MEAT SALES CLERK: Part-time Meat Sales Clerks hired after January 1, 1986 may work less than eight (8) hours per day, but must be scheduled for at least four (4) hours per shift and a minimum of twenty-four (24) hours per week.

If a person has been out of the industry less than five (5) years and had not reached "thereafter" status, in the Meat Clerk progression, they will be allowed to start at the same progression step as when they last worked in the industry.

9.3

COURTESY CLERKS:

DUTIES: A Courtesy Clerk is an employee who may perform only the following duties:

1. Courtesy Clerks may not stock, prepare, or price merchandise (except carry-backs), operate cash registers, perform office work or break down loads. This is not intended to significantly change the duties performed by Courtesy Clerks.
2. The Employer agrees to specifically instruct each Courtesy Clerk upon his employment, in writing, that under no circumstances shall he be allowed to work more than one (1) hour after the closing of the store to the public or one (1) hour before the opening of the store or to receive, stock, display, check, mark, or perform any duties except those set forth above.

Courtesy Clerks 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 two (2) hours' work on week days and four (4) hours' on Saturdays, Sundays or on Holidays as set forth in this Agreement.

9.3.1

GUARANTEE: Each Courtesy Clerk shall be offered at least sixteen (16) hours work in each week. In the event said Courtesy Clerk cannot be scheduled to work or cannot work sixteen (16) hours in the week, he shall not work at all during that particular week. However, the Company may schedule the employee less than sixteen (16) hours per week only at the employee's voluntary request, provided such request is initiated in writing by the employee, signed by the employee and approved by the Employer. A copy of the employee's request will be kept at the store and made available to the Union upon request.

No more than four (4) Courtesy Clerks per store will be allowed the exceptions in a store in a given week, approval from the Union will be required and will not be unreasonably denied.

9.3.2

The employment or continuation of employment of a Courtesy Clerk shall not cause the replacement of an existing regular full-time or part-time clerk, or Apprentice Clerk, nor shall it cause a reduction in the number of hours of work of such clerks.

9.3.3

BADGES: Courtesy Clerks shall wear badges on their person designating them as a Courtesy Clerk 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 to the Employer and the employee involved a written warning 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 the Employer involved. If the Employer does not furnish the badges, the Union may furnish them.

9.3.4 VIOLATIONS: The Employer agrees that Courtesy Clerks shall not perform duties other than those listed in the Collective Bargaining Agreement. In the event of a violation of this section, the Union shall notify the Employer in writing of such violation and it shall be corrected.

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, unless directed to do so by a person in charge, 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 or the sum of \$500 shall be paid into the Retail Clerks and Food Employers Pension 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, unless directed to do so by a person in charge and the person directing that the work be performed will be suspended for one (1) month or the sum of \$1,500 will be paid into the Retail Clerks and Food Employers Pension Fund.

9.4 TWO CLASSIFICATIONS: (FOOD) 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.

9.4.1 STEP UP RULES: (FOOD) The following rules are applicable at stores where Managing Clerks, Senior Head Clerks, Senior Produce Clerks, and Head Clerks are employed.

9.4.2 MANAGING CLERKS, SENIOR HEAD CLERKS AND HEAD CLERKS

When the Managing Clerk is absent for one shift (8 within 9 hours) or more and the store is open beyond the hours during which the Senior Head Clerk (acting as Managing Clerk) is present, another regular employee on duty during such hours shall be paid at the Senior Head Clerk's rate for his entire shift, except that where there is a regularly employed Head Clerk (40 hours per week) in the store during such hours, he may continue to be paid at his regular Head Clerk's rate.

On the Senior Head Clerk's day or days off, another regular employee on duty during said days shall receive the Senior Head Clerk's rate for each such shift worked, except that where there is a regularly employed Head Clerk (40 hours per week) on duty in the store during said days he may continue to be paid at his regular Head Clerk's rate.

On any day when the store is open beyond the regular shifts (8 within 9 hours) of both the Managing Clerk and the Senior Head Clerk, another regular employee

on duty during such hours shall receive the Senior Head Clerk's rate for his entire shift, except that where there is a regularly employed Head Clerk (40 hours per week) in the store during such hours he may continue to be paid at his regular Head Clerk's rate.

When the Senior Head Clerk is absent for any period because of illness, vacation or other reasons, another regular employee or a Head Clerk, as the case may be, shall be paid at the Senior Head Clerk's rate for all such time worked during the said absence of the Senior Head Clerk.

9.4.3 SENIOR PRODUCE CLERKS

On the Senior Produce Clerk's day or days off, another regular employee shall be paid at the Senior Produce Clerk's rate for all hours worked in the absence of the Senior Produce Clerk, except that if the Senior Produce Clerk has Sunday as a day off, no other employee on duty on Sunday need be paid at the Senior Produce Clerk's rate unless he performs the Senior Produce Clerk's duties on said day.

When the Senior Produce Clerk is absent for any period because of illness, vacation or other reasons, another regular employee shall be paid at the Senior Produce Clerk's rate for all such time worked during the said absence of the Senior Produce Clerk.

9.5 DEMONSTRATORS (Also see Letter of Understanding page 87): All work connected with or incidental to the demonstration of merchandise offered for sale in the Employer's retail store (except merchandise referred to in Section 1.3.3 hereof as being excluded from this Agreement) shall be covered by this Agreement, and all such work shall be performed only by members of the appropriate unit as defined in Section 1.1 hereof. It is understood that the handling of coupons is not demonstrator's work. No Demonstrator may perform such work in the Employer's retail store unless said Demonstrator is on the payroll of the Employer, and unless the Employer, at all times, holds and exercises full control of the terms and conditions of employment of any such Demonstrators while such work is being performed in the Employer's retail store. Demonstrators shall be covered by all the terms of this Agreement. However, the Employer is not required to make contributions to the health-and-welfare or Pension Trust Funds on behalf of Demonstrators.

Demonstrators shall receive the same increases over the life of this Agreement as applies to General Merchandise Clerks.

9.6 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, ride share or taxi fare if so designated by the Employer) according to the amount provided for under the current Internal Revenue Service

Regulations at the time of such assigned extra travel.

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.

9.7 **TRANSPORTATION:** Any employee, who is required by the Employer to perform his regular duties in more than one store in any day or required by an Employer to travel during the course of his workday, he shall receive payment at his regular rate of pay for the time of travel, 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.

9.7.1 (MEAT) The provisions of Section 9.7 shall not be applicable to an employee who was, at the time of his initial employment, so employed, or to an employee who accepts, as a result of his seniority, such work.

9.8 **TRANSFER OR REMOVAL OF WORK:** (FOOD) No work now being performed by employees in the unit covered by the 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.

Where as a result of such consultation and negotiations 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:

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 the contract.

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.

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 transfers or removals shall be entitled to full pay at their regular rate of pay for all such loss of work or employment.

- 9.9** (FOOD) Notwithstanding the above, it is agreed that should the Employer intend to institute electronic check-out systems which would have direct, material impact on employment covered by this Agreement, the Employer shall give the affected Union or Unions 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 operations.
- 9.9.1** 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.
- 9.9.2** 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 18.
- 9.9.3** The parties further agree that the arbitrator's decision shall be final and binding, and that there will be no strikes, 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.
- 9.9.4** 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 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.
- 9.9.5** **SELF-CHECKOUT:** The Employer may have 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 agree to negotiate over the effects of the introduction of a second unit.

SECTION 10 HOLIDAYS:

10.1 The following days shall be recognized as paid holidays: Employee's Birthday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, employee's anniversary date of employment and a 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 the employee.

For Food employees hired on or prior to June 13, 2005 and Meat employees hired on or prior to June 22, 2005: entitlement to the birthday holiday shall commence with the employee's first birthday following completion of six (6) months of employment with the Company. The employee shall not be entitled to the floating holiday until after the completion of six (6) months of employment.

Food employees hired on or after June 13, 2005 and Meat employees hired on or after June 22, 2005 shall be entitled to the birthday holiday after one (1) year of employment, and a floating holiday and anniversary holiday after the completion of three (3) years of employment.

When the grocery department of the retail store is contractually required to be closed on any of the above holidays, the meat department shall also be closed.

Extra Meat employees are not entitled to holiday pay except as specified in Section(s) below.

Extra Meat employees working the four (4) days in the week of a holiday shall be paid for the holiday. The extra rate of pay shall only be paid for the four (4) days worked and not for the day paid but not worked.

(EXTRA WORKERS MEAT) For the purpose of holiday worked premium pay, Meat Extras who worked for the Employer prior to June 22, 2005, shall receive the same holiday premium as all other employees hired prior to June 22, 2005. Likewise, Meat Extras who first work for the Employer after June 22, 2005, will be paid at their straight-time hourly rate and an additional one dollar (\$1.00) per hour premium, the same as other employees hired after June 22, 2005.

All earned personal holidays (i.e. birthday, anniversary, and floating holidays) not taken within a calendar year will be paid at termination or at the end of each calendar year, whichever occurs first.

It is understood that the day of observance for Memorial Day shall be the date established by federal statute.

10.1.1 NO REQUIRED WORK: No employee shall be required to work on Christmas Day.

VIOLATIONS: (FOOD) In the event any Employer violates this provision by requiring anyone to work in the store on Christmas Day that has not volunteered, the Union will be allowed to place pickets at that store as soon as possible and allow them to continue their activities for a maximum of three (3) days following each violation.

VIOLATIONS: (MEAT) In the event the Employer schedules an employee to work on a no-work holiday, the Employer will be required to pay an amount equal to one (1) day's pay at the Journeyman rate to the Health and Welfare Plan.

10.1.2 WORK: Work performed on a holiday in this Agreement (in addition to holiday pay if entitled) regardless of which day of the week the holiday falls will be paid two (2) times the regular rate of pay for employees hired prior to or on June 13, 2005 in the Food Agreement and prior to or on June 22, 2005 in the Meat Agreement. For Food employees hired after June 13, 2005 and Meat employees hired after June 22, 2005, work performed on the holiday (in addition to holiday pay if entitled) will be paid at their straight-time hourly rate and an additional one (\$1) per hour premium

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

EMPLOYEE'S BIRTHDAY, ANNIVERSARY DATE AND FLOATING HOLIDAY: 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.

10.1.3 PROBATIONARY EMPLOYEES: Probationary employees are not entitled to any paid holidays.

10.1.4 SUNDAY: Whenever any of the holidays mentioned in this Agreement fall on Sunday, they shall be observed on the following Monday, except that any Christmas or New Year's Day or July 4th, that falls on a Sunday will be observed on the Sunday.

10.1.5 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.

For employees who have earned the holiday but have no hours in the six (6) weeks preceding the holiday week, holiday pay will be calculated based on twenty percent (20%) of the employee's average hours worked per week in the fifty-two (52) weeks immediately preceding the holiday.

10.2 HOLIDAY WEEK: Any employee who has reported for work on his scheduled working day immediately preceding the holiday, on the holiday (if scheduled) 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.

10.3 OTHER HOLIDAY OBSERVANCE: Where the Employer closes his 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 he shall reschedule his regular full-time employees to work their normal number of working hours that week.

10.4 GOOD FRIDAY: (FOOD) Employees desiring time off on Good Friday to attend bona fide religious services shall request such time off at least two (2) weeks in advance. All such requests for time off shall be granted, provided that a sufficient number of qualified employees are still available to properly staff the store as determined by the Employer. If due to an excessive number of requests for time off it becomes necessary to require employees to work on Good Friday, such assignments shall be made by inverse seniority from among those employees requesting the time off who possess the qualifications necessary to perform the required work. 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.

10.5 Employees with at least 25 years of continuous service with the Employer will receive two (2) additional holidays. The one holiday will be earned June 1 and the second will be earned on October 1 of each year.

SECTION 11 VACATIONS

11.1 (FOOD) Food employees hired on or prior to June 13th, 2005, who work four (4) hours or more per week 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.

11.1.1 (MEAT) Meat Department employees hired on or prior June 22, 2005, who have been in the service of the Employer for one (1) year, twelve (12) consecutive months, shall be granted a minimum of one (1) weeks' vacation annually with pay, and; shall be granted a minimum of two (2) weeks' vacation after three (3)

years of employment.

(FOOD AND MEAT) Food Employees hired after June 13, 2005 and Meat Employees hired after June 22, 2005, will receive one (1) week after one (1) year of employment; and two (2) weeks after three (3) years of employment.

11.1.2 (FOOD AND MEAT) 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.

11.1.3 **INDUSTRY VACATION:** Employees hired after January 9, 2008, with over ten (10) years of industrial time will receive three (3) weeks of vacation after twelve (12) months of employment, four (4) weeks after five (5) years of employment with the Employer and five (5) weeks after ten (10) years with the Employer.

11.2 **CONTINUITY:** Paid absences from work, such as vacations, holidays and sick leave, shall be considered as time worked for the purpose of this Agreement, but shall not be deemed as time worked for purposes of computing overtime, unless otherwise provided in this Agreement.

11.3 **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 equal two (2) weeks' vacation pay; six percent (6%) of the employee's earnings for the previous year equal three (3) weeks' vacation pay; eight percent (8%) of the employee's earnings for the previous year equal four (4) weeks' vacation pay and ten percent (10%) of the employee's earnings for the previous year equal five (5) weeks' vacation pay.

NOTE: Vacation pay shall be computed on the employee's W-2 form earnings for the prior calendar year from which it was earned, except the first year of employment it 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 of employment to his termination date.

11.4 Effective January 2, 2002, the parties agree that vacation pay shall be paid as the vacation is taken. Furthermore, all earned and unused vacation shall be paid out on the anniversary date of employment following the year it is earned.

11.5 **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 his employees earned vacation time prorated to the time of the sale or transfer of the business.

11.6 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. The Employer will post a copy of the final approved vacation dates.

(MEAT) The Employer shall reserve the right to designate the number of employees that may be on vacation at any time, but in no event less than one employee in any one week except as set forth herein. Notwithstanding the foregoing, the Employer may block out five (5) weeks each year with no more than one (1) week blocked out in any month.

(FOOD) If an employee fails to select his or her vacation by March 1st, that employee's vacation period will be assigned by the Employer.

11.7 SELECTION: The selection of vacations shall be on a store basis by seniority for both Food and Meat except:

1. The vacation of an employee shall not be changed if it was scheduled prior to his transfer from one store to another.
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.

11.8 PERIOD: (FOOD) Vacation periods shall be granted January 1st through December 31st of each year, or at other times if mutually agreeable to the Employer and employees affected, but in all cases at least ten (10) days' notice of the date of vacation shall be given each employee. As long as no weeks during the vacation period are blocked out, except for the week of, or the week prior, to New Year's Day, Fourth of July, Thanksgiving Day or Christmas Day, the Employer has the right to limit the number of employees on vacation at any given time. Whenever a holiday falls during a vacation period of an employee he shall have the option to be paid his holiday pay without an extra day off or to take an extra day off at another time agreeable to him and his Employer.

If the employee is scheduled to take his time off prior to his anniversary date, then in that event a pro rata payment shall be made at that time and the additional amount will be paid at the time of his anniversary date.

11.9 PRO RATA: Any employee who is discharged, laid off or who resigns after one (1) year or more of employment shall receive vacation wages prorated on the basis for

the period worked at the time of said interruption or termination of employment.

- 11.10** **CONTINUOUS:** All vacations shall be taken in one continuous period. All employees entitled to a vacation shall receive their vacation pay allowance in advance immediately preceding the employee's vacation.

(FOOD) 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 vacation.

- 11.11** **VARIATION:** (FOOD) Notwithstanding the above provisions employees entitled to three (3), four (4) or five (5) weeks' vacation shall be allowed to take them in one or two periods such as: two 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.

Employees who receive four (4) or more weeks of vacation shall have the option to schedule up to five (5) vacation days in single day increments subject to the Employer's scheduling needs.

SECTION 12 HEALTH AND WELFARE, SICK LEAVE:

- 12.1** **EMPLOYER ACCEPTANCE:** The Employer agrees to accept and be bound fully by the terms of that certain Declaration of Trust dated April 17, 1974, as amended, providing for the Northern California Food Employers and Retail Clerks Unions Benefit 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.

- 12.2** **EMPLOYER CONTRIBUTIONS:** Effective upon ratification or renewal of the Collective Bargaining Agreement 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 modifications(s) become effective for all other employers in that plan design.

Effective December, 2023, payable in January 2024 the contribution rate will increase from six dollars ninety-five cents (\$6.95) for each hour worked to seven dollars thirty-five cents (\$7.35) for each hour worked.

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

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.

- 12.3 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 contribution 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 contribution 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.

- 12.4 HEALTH PLAN BENEFITS:** The schedule of benefits and plan design is contained in the Union and Employer Benefit Trust Fund Summary Plan Description document.

- 12.5 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.

12.6 COST CONTAINMENT: The Trustees are authorized and directed to study and expand cost containment programs where appropriate, for both the active and retiree plans.

12.7 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.

12.8 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.

12.9 SICK LEAVE BENEFITS: 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.

SICK LEAVE HOUR ACCRUAL:

1. Employees accrue sick leave monthly as follows:
2. New employees will be eligible to use sick leave once they are eligible for health & welfare benefits.

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

SICK LEAVE 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.

SECTION 13 PENSION

13.1 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. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

13.2 EMPLOYER CONTRIBUTIONS: The Employer agrees to be bound by the terms of the Rehabilitation Plan’s “Preferred Schedule” bargained by the Major Food Employers (Safeway/Save Mart/Raley’s) and the Union or by Trustee action during the term of this successor agreement. The bargaining parties agree to continue the Pension Rehabilitation “Preferred Schedule” adopted by the Trustees of the Joint Pension Fund in July 2010 through the successor agreement term.

Notwithstanding the above, the Pension Rehabilitation Plan is modified during the life of the current October 10, 2021 through April 12, 2025 Agreement to required pension contributions at the rate of two dollars and ninety-four cents (\$2.94).

Such contributions shall be made on all straight-time hours worked by all employees covered by the Collective Bargaining Agreement, including Sundays, and/or all 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 preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) straight-time hours per week or two

thousand and eighty (2,080) straight-time hours in any calendar year.

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

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

13.3 **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.

13.4 **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 to the 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 become delinquent, and shall be in addition to said delinquent contribution or contributions.

13.5 **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.
3. Other benefit accrual rates for lower contribution rates will be adjusted in a similar manner by the Trust Fund's co-consultants.

Effective for hours worked on and after January 1, 2012, future benefit accruals will be as set forth in the Preferred Schedule.

A detailed summary of pension benefits can be found in the Summary Plan Description available through the UFCW Employer Benefit Trust Fund or by contacting the Fund.

- 13.6 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 then negotiated Pension Fund, provided that the effective date of such alteration, amendment, cancellation, or termination shall not occur prior to the acceptance of this Plan.
- 13.7 REGULATIONS:** The Trust and the benefits to be provided from the Pension Trust Fund referred to here 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.
- 13.8 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.
- 13.9 LIMITATION:** The Employer's sole and only obligation shall be limited to the contribution requirements outlined in Section 13.2.
- 13.10 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. The Employer shall not have any obligation to contribute effective for July 2005 hours (or, if later, the contribution effective date as described in Section 13.2.
- 13.11 USE OF CONTRIBUTIONS:** The Employer contribution 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 in this Section.
- 13.12 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 14 FIELD ADMINISTRATION - TRUST FUNDS:

14.1 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 Agreement. 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 15 STORE MEETINGS AND CHARITABLE DRIVES:

15.1 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.

15.2 All employee contributions to charity shall be voluntary.

SECTION 16 CONTRACT ENFORCEMENT AND STORE VISITS

16.1 **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.

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

16.2 **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:

16.2.1 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.

16.2.2 (FOOD) 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.

16.2.3 (FOOD) 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 to the employee. In such case the employee involved shall be subject to discharge, however, retaining his right to appeal any such discharge under the terms of this Agreement.

16.3 **FREE TIME:** (FOOD) 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.

(MEAT) The Employer agrees to keep records of time worked by all employees in such a manner as is prescribed by the applicable provisions of the Fair Labor Standards Act, whether or not that Act actually applies to the Employer.

SECTION 17 STRIKE OR LOCKOUT

17.1 During the life of the Agreement, the Union agrees not to engage in any stoppage of work. Furthermore, the Union and its representatives, including store representatives, agree not to boycott, handbill, publicly disparage or engage in any adverse economic action against the Employer's stores covered by this Agreement. This provision does not apply in any of the Employer's stores where the Union has not been recognized by the Employer as the employees' bargaining representative.

17.2 During the life of this Agreement the Employer agrees not to engage in any lockout.

17.3 Notwithstanding any other provisions of this Agreement to the contrary, it shall not be a violation of this Agreement for any person covered by this Agreement to refuse to cross any lawful primary picket line or to refuse to work behind any lawful primary picket line; and such refusal shall not constitute grounds for or cause for discharge, layoff, demotion, suspension, or any other disciplinary action.

17.4 There shall be no strikes, lockouts or other forms of work stoppage while any matter, dispute or grievance, is under process of adjustment or arbitration as provided for herein.

SECTION 18 ADJUSTMENT AND ARBITRATION OF DISPUTES:

18.1 For the purpose of this Agreement, a grievance is a dispute, difference of opinion, between the parties, and grievances of employees involving or arising out of the meaning, interpretation, application or alleged violation of this Agreement, including the arbitrability of all such matters. All grievances as defined are to be processed in accordance with the terms of the section.

The parties will share all factual details regarding a grievance (or pre-grievance issue) as early as possible in the dispute resolution process. All disputes that are resolved at store level shall be considered settled on a non-precedent setting basis, unless otherwise expressly stated in writing.

Grievances filed by the Union challenging any disciplinary suspension or discharge shall be made as soon as possible but shall only be recognized if submitted to the Employer in writing within ten (10) business days.

18.2

Grievance Resolution Process: Any dispute not settled by the parties within thirty (30) working days following the receipt of such written notice or such extended time as may be agreed upon by both parties, the following options to resolve the grievance will be utilized.

1. The parties will conduct a telephone conference. The conference shall take place as soon as practical, but no later than thirty (30) business days of the request. If the matter is not resolved, then the parties will move to a grievance meeting to be held within twenty (20) business days from the date of the telephone conference.
2. If after the completion of the grievance meeting the matter is unresolved, the moving party must notify the other party in writing, by facsimile or regular mail, within twenty (20) business days to commence selection of the arbitrator. 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.
3. Either party upon written communication within thirty (30) business days from the telephone conference may waive the grievance meeting and proceed directly to arbitration.
4. Arbitrator selection may be completed by mutual agreement, or as provided in Section 18.3 below. The decision of the Arbitrator shall be final and binding. The Arbitrator will not have the authority to amend, modify, or alter the terms of this Agreement.

18.3

Disciplinary Arbitration: For disciplinary cases only (suspensions and terminations), the following expedited Arbitration procedure shall be utilized:

The bargaining parties will first attempt to select an Arbitrator by mutual agreement. Should the parties be unable to mutually agree on an Arbitrator then they shall request a panel of Arbitrators from the United States Federal Mediation and Conciliation Service (FMCS) and shall select an Arbitrator by the strike-off-method. The Arbitrator will provide dates for consideration that are within ninety (90) days of the request. If the Arbitrator is unable to do so, then the next Arbitrator will be selected for the date until a date is secured within ninety (90) days of the request.

If an Arbitrator has been selected and an arbitration date has been scheduled, but the grievance is resolved within two (2) weeks of the arbitration date, the next Arbitrator from the FMCS arbitration panel will be asked for his or her available dates

consistent with the contractual timelines to hear the next deadlocked grievance proceeding to arbitration.

If an Arbitrator has been selected but no arbitration date has been scheduled or the grievance is resolved more than two (2) weeks prior to the arbitration date, the same Arbitrator will be asked for his or her available dates consistent with the contractual timelines to hear the next deadlocked grievance proceeding to arbitration. Selection of Arbitrators for subsequent deadlocked grievances will proceed as outlined above.

Each disciplinary case will be argued orally. Post hearing briefs may be filed by mutual agreement of the parties. Either party may request a court reporter at their expense; however, if mutually requested, the cost will be shared equally. Briefs are to be prepared and mailed within fifteen (15) business days from receipt of transcript with leave to extend by mutual agreement. A written opinion and award will be furnished by the arbitrator, within thirty (30) days of the close of the hearing or receipt of the post hearing briefs.

The award of the telephone conference, grievance meeting, or arbitrator shall be final and binding upon the Employer, the Union, and the employee.

- 18.4** **INTERPRETATION OR APPLICATION DISPUTES:** Disputes as to the interpretation or application of the agreement shall be taken up by the party asserting it with the other party within twenty (20) business days of the date the asserting party has knowledge thereof. Said grievance shall be in writing, specifying in detail the basis for the dispute, including the applicable section(s) of the Agreement involved, to the best knowledge of the asserting party.

Contractual interpretations disputes will be processed in accordance with the grievance resolution process. For contractual 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 the panel by the strike-off method.

- 18.5** Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute. Nothing contained herein shall require either party to supply documents which are irrelevant.

- 18.6** The award of the Arbitrator or the Adjustment Board shall be final and binding on the Employer, the Union and the Employee(s). The losing party shall pay the cost of the arbitrator. The parties agree that the Arbitrator has the authority to determine appropriate proration of the cost in the event of a split decision and award. The arbitrator should be made aware of the requirements of this provision at the conclusion of the arbitration hearing.

- 18.7** The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

18.8 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 or when the parties meet to amicably adjust the dispute, whichever is applicable.

18.9 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 prior to the date of the Employer's receipt, or written notice from the Union, of such claim. Where there is an automatic wage bracket adjustment (failure to progress the employee in classification in accordance with the hours worked formula of the contract) due under the terms of the Appendix, or promotions not processed due to clerical error, the period of adjustment shall be one (1) year from the date the grievance was filed in writing.

SECTION 19 SEPARABILITY:

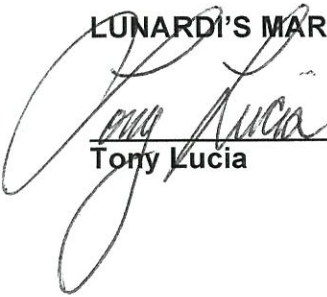
The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement on provision or provisions so invalidated.

SECTION 20 PERIOD OF AGREEMENT:

EXCEPT as otherwise indicated herein, this Agreement shall be effective October 10, 2021 and shall remain in full force and effect in all areas to and including April 12, 2025 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 17 shall not be binding on either party.

IN WITNESS WHEREOF, THE PARTIES have hereunto set their hands the day and year first hereinabove written.


**FOR THE EMPLOYER,
LUNARDI'S MARKET;**



Tony Lucia Date

1-18-2023

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



John Nunes Date

1/9/2023

WAGES and LUMP SUM PAYMENTS:

FOOD CLERKS, MEAT CUTTERS, MEAT CLERKS, GM CLERKS AND UTILITY CLERKS: For all employees at the Experienced rate of pay, top contractual rate and above (excluding Courtesy Clerks), shall receive the following wage increases. Effective 6/5/22, \$1.75; effective 9/3/23 \$1.50; and, effective 12/1/24 \$1.00.

RATIFICATION BONUS PAYMENT: For all employees (excluding Courtesy Clerks) at the Experienced rate of pay (top contractual rate and above) shall receive a one-time lump sum bonus of \$1500 for full-time classified employees and \$750 for part-time employees. Payment will be made when administratively feasible or at least within thirty (30) days of confirmation of ratification. To be eligible for payment, an employee must be active at time of ratification and remain active on the date of payment. An employee on an approved leave of absence will be paid within thirty (30) days of their return to work.

APPENDIX A
FOOD RATES

A.1 Notwithstanding any schedule of minimum wages, employees now receiving a higher wage than that 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.

The 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.

The company retains the right to terminate any non-contractual benefit including but not limited to gain sharing, discounts, awards, bonuses. This provision does not apply to over-scale wage rates.

A.2 **PREMIUM EMPLOYEES:** Premium wage employees shall maintain the same hourly differential which they received over and above the previous contract rate.

A.3 **NIGHT PREMIUM:** All employees, except Courtesy Clerks, 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 p.m. and 6 a.m.

A.4 **MINIMUM WAGE/PROGRESSIONS:** If minimum wage laws increase the minimum wage above step progressions, employees will be advanced to the next step progression above the minimum wage (excluding Courtesy Clerks). In the event of such advancement, the employee will begin to accrue hours at the new level starting with the date the new wage commences with no backfill of skipped hours in step progressions required.

A.5 The experience and length of service wage adjustments provided for under Appendix A shall be placed into effect the first (1st) workday of the first (1st) workweek immediately following the workweek in which the employee qualifies for a higher rate of pay.

A.6 **VOLUNTARY BUYOUT LANGUAGE:** The parties agree that the Employer may offer voluntary buyout opportunities to employees at any time(s) during the term of this agreement. In the event such voluntary buyouts are offered, the Employer agrees to provide thirty (30) days advance notice to the Union concerning the buyout components, the terms of the offer(s), and the timing of any offering(s), and to allow the Union to attend employee meetings regarding this issue.

A.7 No employee shall earn less than twenty cents (\$.20) above either the California minimum wage rate or the municipal wage rate within the municipality in which the employee is employed.

APPENDIX A
WAGE RATES FOR FOOD CLERKS AND COURTESY CLERKS

CLASSIFICATIONS	Prior to 6/5/22	Effective 6/5/22 \$1.75	Effective 9/3/23 \$1.50		Effective 12/1/24 \$1.00
Managing Clerk	\$24.82	\$26.57	\$28.07		\$29.07
Senior Head Clerk	24.28	26.03	27.53		28.53
Head Clerk	24.16	25.91	27.41		28.41
Experienced Food Clerk	23.73	25.48	26.98		27.98
FOOD CLERK PROGRESSION STEPS					
Employees in the progression steps will transition to the wage rate reflecting their worked commencing 6/5/22.		New Progressions Steps Effective 6/5/22			
		7th Step 4681-5720 hours	23.50	23.50	
6th Step 4681-5720 hours	20.65	6th Step 3641-4680 hours	20.65	20.65	
5th Step 3641-4680 hours	19.45	5th Step 2601-3640 hours	19.45	19.45	
4th Step 2601-3640 hours	18.25	4th Step 1561-2600 hours	18.25	18.25	
3rd Step 1561-2600 hours	17.25	3rd Step 1041-1560 hours	17.25	17.25	
2nd Step 521-1560 hours	16.50	2nd Step 521-1040 hours	16.50	16.50	
1st Step 0-520 hours	16.00	1st Step 0-520 hours	16.20	16.20	
Courtesy Clerks	16.20	16.20			16.20

APPENDIX B
DELI AND BAKERY
NON-FOOD/GENERAL MERCHANDISE CLERK RATES

- B.1** Notwithstanding any schedule of minimum wages, employees now receiving a higher wage than that 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.

The 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.

The company retains the right to terminate any non-contractual benefit including but not limited to gain sharing, discounts, awards, bonuses. This provision does not apply to over-scale wage rates.

- B.2** **PREMIUM EMPLOYEES:** Premium wage employees shall maintain the same hourly differential which they received over and above the previous contract rate.

- B.3** **NIGHT PREMIUM:** All employees, except Courtesy Clerks, 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 p.m. and 6 a.m.

- B.4** The experience and length of service wage adjustments provided for under Appendix A shall be placed into effect the first (1st) workday of the first (1st) workweek immediately following the workweek in which the employee qualifies for a higher rate of pay.

- B.6** **VOLUNTARY BUYOUT LANGUAGE:** The parties agree that the Employer may offer voluntary buyout opportunities to employees at any time(s) during the term of this agreement. In the event such voluntary buyouts are offered, the Employer agrees to provide thirty (30) days advance notice to the Union concerning the buyout components, the terms of the offer(s), and the timing of any offering(s), and to allow the Union to attend employee meetings regarding this issue.

APPENDIX B
DELI AND BAKERY/GENERAL MERCHANDISE CLERK WAGE RATES

CLASSIFICATION	Prior to 6/5/21	Effective 6/5/22 \$1.75	Effective 9/3/23 \$1.50	Effective 12/1/24 \$1.00
Non-Food/GM Head Clerk	\$21.25	\$23.00	\$24.50	\$25.50
Experienced GM Clerk	20.65	22.40	23.90	24.90
NON-FOOD/GM CLERKS PROGRESSION STEPS				
7th Step 5201-6240 hours	19.55	19.55	19.55	19.55
6th Step 4161-5200 hours	18.75	18.75	18.75	18.75
5th Step 3121-4160 hours	18.35	18.35	18.35	18.35
4th Step 2081-3120 hours	17.95	17.95	17.95	17.95
3rd Step 1041-2080 hours	17.40	17.40	17.40	17.40
2nd Step 521-1040 hours	16.50	16.50	16.50	16.50
1st Step 0-520 hours	16.20	16.20	16.20	16.20

- **Employees in the progression steps will transition to the wage rate reflecting their hours worked commencing 6/5/22.**

**APPENDIX B-1
UTILITY CLERK WAGE RATES**

CLASSIFICATION	Prior to 6/5/21	Effective 6/5/22 \$1.75	Effective 9/3/23 \$1.50	Effective 12/1/24 \$1.00
Non-Food/GM Head Clerk	\$18.10	\$19.85	\$21.35	\$22.35
NON-FOOD/GM CLERKS PROGRESSION STEPS				
3rd Step 2081-3120 hours	17.40	17.40	17.40	17.40
2nd Step 1041-2080 hours	16.50	16.50	16.50	16.50
1st Step 0-1040 hours	16.00	16.00	16.00	16.00

APPENDIX C:

MEAT CUTTERS/MEAT CLERKS

- C.1** In the event the Federal Wage and Hour Law is applied to Retailing so as to increase the Employer's obligations hereunder, the parties shall reopen and revise this Agreement so as to preserve the intended workweek and rates of pay pertaining thereof.

[NOTE]: Clean-Up Workers are those who clean up a market for a Butcher. These workers are not to handle meat or wait on the trade, except they may remove meat to clean the cases when the Meat Department is closed to the public.

- C.2** Journeymen replacing Head Meat Cutters on their days off shall receive Head Meat Cutter's rate of pay.

Except in markets operated by an Owner, only Journeymen shall operate a market as a "Head Meat Cutter."

Employees shall be paid weekly.

MEAT EXTRA PAY: The Employer agrees to furnish each employee with a wage statement showing period covered, name of employee, hours worked, straight-time and overtime (if any), total amount of wages paid and list of deductions made. Such statements shall be furnished each payday, provided, however, that upon termination of employment the employee will be furnished a statement for final payment when final wage payment is made.

- C.3** The Company retains the right to terminate any non-contractual benefit including but not limited to gain sharing, discounts, awards, and bonuses. This provision does not apply to over-scale wage rates.

- C.4** **VOLUNTARY BUYOUT LANGUAGE:** The parties agree that the Employer may offer voluntary buyout opportunities to employees at any time(s) during the term of this agreement. In the event such voluntary buyouts are offered, the Employer agrees to provide thirty (30) days advance notice to the Union concerning the buyout components, the terms of the offer(s), and the timing of any offering(s), and to allow the union to attend employee meetings regarding this issue.

- C.5** Where the basis for amounts paid over the wage rates provided in Appendix C have been specifically set forth in writing to the employee, they may be discontinued when the reason for their payments ceases to exist and the employee has been so advised in writing with a copy to the Union.

- C.6** **NEW METHODS** 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 affected 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 to the affected Union, following which, the matter of job classifications, wages and/or other conditions and/or the disposition of employees

potentially to be displaced shall then become a matter of negotiation with said affected 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 18, Grievance and Arbitration.

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

Any Employer 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 the Collective Bargaining Agreement.

- C.7 KOSHER MARKETS LOCALS 5, 8**, All meat markets, except kosher meat markets, as defined herein, shall observe the operating hours as set forth in this Agreement. Kosher markets are defined as being those markets which strictly observe the Jewish religious laws, being closed at SUNDOWN ON FRIDAYS, selling only such meats as are permitted under the Orthodox Jewish Laws. Any so-called Kosher market selling non-Kosher meats must conform to the hours established for the retail meat markets under this Agreement.

All Kosher meat markets must conform to all wages and hours and working conditions set forth in this Agreement, except as specifically provided for in this Section. No work is to be performed on Saturdays.

- C.8 ADDENDUM TO ADDRESS JOB SECURITY MATTERS IN CONNECTION WITH THE INTRODUCTION OF CASE READY MEATS SEPTEMBER 25, 2001**

The parties recognize that the competition has been introducing prepackaged case-ready meat products for some time. The parties further recognize the importance of being able to effectively compete with these measures while at the same time addressing the job security concerns of potentially impacted meat employees.

Although the contract recognized the right of the Employer to introduce case ready meats as provided in Appendix C6 (New Methods) of the Agreement, the parties recognize that an Employer may not wish to comply with all the provisions of that section before introducing case ready meats. Accordingly, without waiving any Employer rights to introduce case ready meats and any Union rights to challenge such introduction as provided in Appendix C6 (New Methods) of the Agreement, the parties agree as follows: [this typo originates from the old red books/added a section but did not adjust the section reference.]

Notwithstanding anything contained in the Meat Agreement to the contrary, pursuant to this Addendum, the Employer shall not be restricted in, or prohibited from, obtaining and offering for sale, fresh, smoked, cured, cooked and frozen meats, poultry, fish or seafood which have been cut, prepared, processed, packaged, weighed, and/or priced off the

Employer's premises and it is expressly understood and agreed that such shall not constitute a violation of this Agreement.

Should the Employer wish to utilize this Addendum, the Employer shall notify the affected Unions in writing by certified mail thirty (30) days in advance of its intention to introduce additional product and the effective date of when case ready meats will be introduced in the stores. In utilizing this Addendum, the Employer agrees that no Head Meat Cutter, Journeyman Meat Cutter, or Apprentice Meat Cutter employed as of September 1, 2001, and assigned to one of the aforementioned classifications by the Employer shall be laid off, reclassified, or reduced in hours or full-time status. The Employer still maintains the right to discipline or discharge employees consistent with Section 3.3.1 of the Agreement. The Employer shall have the right to transfer and/or schedule Head Meat Cutter, Journeyman Meat Cutter, or Apprentice Meat Cutter by seniority to the extent provided for in the contract in more than one (1) store within the geographical seniority area for the Local Union and/or adjacent geographical seniority area(s) for the Local Union as may be necessary to fulfill this obligation, except that the Employer shall not schedule such employee for split shifts. The Employer shall be obligated to provide a minimum of eight (8) hours per calendar day when such Head Meat Cutter, Journeyman Meat Cutter, or Apprentice Meat Cutter is scheduled to work in each store. The meat shop manning requirements, specifically Section 1.4.1, Section 6.1.1, Section 7.5.1 will be suspended given these job securities in the event the Employer utilizes this Addendum.

The Employer shall continue to have the right to layoff meat employees other than Head Meat Cutter, Journeyman Meat Cutter, or Apprentice Meat Cutter in accordance with the provisions of this Agreement, provided that the layoff of any Meat Wrapper, Butcher Block, Lead Meat Clerk, Meat Clerk or Meat Clean Up Clerk assigned to such classification on or before September 1, 2001, is for reasons other than the Employer's utilization of the products set forth above. The Employer agrees it will demonstrate that said layoff was for unrelated reasons. It is understood and agreed that in meeting the job guarantees contained herein, the Employer shall have the right to assign any higher classified employee to perform work in a lower classification.

In the event of a store closure, resulting in the layoff of any Head Meat Cutter, Journeyman Meat Cutter, or Apprentice Meat Cutter or Meat Clerk, such affected employee shall be permitted to exercise this seniority to displace the least senior Meat Cutter or Meat Clerk in the involved bargaining unit's seniority area as provided for herein, or, at the affected employee's discretion, the least senior Meat Cutter or Meat Clerk affected in the local union's jurisdiction. Such least senior Meat Cutters and Meat Clerks affected by the exercise of the most senior meat cutter's or meat clerk's seniority shall be laid-off. It is understood that in applying this provision meat cutters may only displace Meat Cutters and Meat Clerks may only displace Meat Clerks.

If the Employer decides to phase out its case ready meat programs across its Northern California Stores and thereby reduces its use of case ready meat products to or below the level existing at the time this Addendum was invoked, then the meat shop manning requirements set forth in paragraph four (4) above shall be reinstated and the job security provisions contained herein shall be extinguished immediately. The level of case ready meat products at the time of invocation shall be measured based on the average gross tonnage per store of case ready meat product for the Employer's Northern California

Stores. On the date of invocation of this addendum, the Employer shall supply each Local Union with the average gross tonnage per store of case ready meat product amongst its Northern California Stores. To assist the Unions in administering this provision, upon written request by the Union on or about January 15th annually, the Employer's sole obligation shall be to supply each local union with the average gross tonnage per store of case ready meat amongst its Northern California Stores by March 1st each year thereafter.

C.9 EXHIBIT A: BEEF CARCASS AND PRIMAL CUTS PLUS FOLLOWING BREAKDOWN:

FOREQUARTER

Blade Chuck
 Full Standing Rib, Chine bone
 (Aitch and Shank Bone removed)
 off (7 inches)
 Full Standing Rib, boneless
 Whole Fore Shank
 English Short ribs
 Shoulder Clod
 Short rib
 Brisket, Boneless
 Plate*
 Blade Chuck
 Blade, Chuck, neck on, Boneless
 Blade Chuck, neck off
 Chuck Rolls
 Skirt Steak
 Neck (bone in or Boneless)
 Fore Shank, Squared
 Regular Chuck
 Arm Chuck
 Shin and Shoulder
 Ground Meat
 Boneless Meat, Normal Trim,
 Flap Meat, Bull Meat,
 Cow Meat
 Rib Eyes
 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
 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 Strips
 Boneless Meat, Normal Trim
 Includes Flank Meat,
 Heel and Trimmings
 Boneless Round
 Whole Sirloin Tips
 Unnetted or netted which would include Tenderloins
 Short Loin, Stack Pac
 Rib Eye

*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

**APPENDIX C:
MEAT CUTTER/MEAT CLERK WAGE RATES**

CLASSIFICATION	Prior to 6/5/21	Effective 6/5/22 \$1.75	Effective 9/3/23 \$1.50		Effective 12/1/24 \$1.00
Head Meat Cutter	\$25.92	\$27.67	\$29.17		\$30.17
Journeyman Meat Cutter	24.42	26.17	27.67		28.67
MEAT CUTTER PROGRESSION STEPS					
Employees in the progression steps will transition to the wage rate reflecting their hours worked commencing 6/5/22.		New Progression Steps Effective 6/5/22			
		7 th Step 4681-5720 hours	23.50		23.50
6 th Step 4681-5720 hours	20.65	6 th Step 3641-4680 hours	20.65		20.65
5 th Step 3641-4680 hours	19.45	5 th Step 2601-3640 hours	19.45		19.45
4 th Step 2601-3640 hours	18.25	4 th Step 1561-2600 hours	18.25		18.25
3 rd Step 1561-2600 hours	17.25	3 rd Step 1041-1560 hours	17.25		17.25
2 nd Step 521-1560 hours	16.50	2 nd Step 521-1040 hours	16.50		16.50
1 st Step 0-520 hours	16.20	1 st Step 0-520 hours	16.20		16.20
MEAT CLERK CLASSIFICATION					
Experienced Meat Clerk	\$18.73	\$20.48	\$21.98		\$22.98
MEAT CLERK PROGRESSION STEPS					
6 th Step 4681-5720 hours	17.85			17.85	17.85
5 th Step 3641-4680 hours	17.45			17.45	17.45
4 th Step 2601-3640 hours	17.05			17.05	17.05
3 rd Step 1561-2600 hours	16.65			16.65	16.65
2 nd Step 521-1560 hours	16.25			16.25	16.25
1 st Step 0-520 hours	16.20			16.20	16.20
Meat Clean-Up Worker	15.50			16.20	16.20
Meat Extras earn two dollars (\$2.00) per hour above their wage rate					

- Employees in the progression steps will transition to the wage rate reflecting their hours worked commencing 6/5/22

**OFFICE ADDENDUM TO THE FOOD AGREEMENT
FOR THE PERIOD MARCH 1, 1989 TO AND INCLUDING FEBRUARY 29, 1992**

The following rates of pay, classifications and exceptions shall prevail:

1. A separate classification of Store Office Clerk exists and applies to employees whose work is not directly connected to check stand operation or procedures.
2. The provisions of Section 2 pertaining to "job referral" and "other hiring" are inapplicable to this classification.
3. Section 4 modified to establish separate seniority for this classification.
4. Section 7.7 Daily Guarantee is modified to provide that the minimum four (4) hour daily guarantee shall apply except in those cases where it is operationally impractical. If the Employer establishes a Non-Food Department then each employee shall be offered at least twenty (20) hours work in each week. The employee may work in the Non-Food Department in order to meet the scheduling requirements.
5. It is understood that the above employees will only perform work and services in the office, which may include cashing customer checks, setting up tills, doing check runs and store reports, and handling lottery tickets. In addition to the work in the office, the above employees may also make "pulls" from the registers, delivering change to the registers and take register readings in connection with their bookkeeping duties. In the event the employer hires employees to perform additional duties, they will be paid in accordance with the Food Store Contract.
6. Employees hired by the Employer who have had previous experience will be given credit for such experience up to a maximum of twelve (12) months in determining their starting rate. To receive credit, experience must be approximately equal in skill, function and responsibility required. All part-time employees shall receive credit on their scale according to hours worked.
7. The hourly rate shall be the same pay scale as General Merchandise Clerks hired on or after May 3, 1983.

/s/ DAVID R. COX
David R. Cox
Food Employers Council, Inc.

/s/ WILLIAM F. SENN
William F. Senn
UFCW International Region 14
On behalf of UFCW Locals 373, 428,
648, 775, 870, 1119 and 1179

**LETTER OF UNDERSTANDING
BEWEEN LOCAL 5
AND
LUNARDI'S MARKETS
DEPARTMENTAL COORNINATORS**

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

1. **Recognition of Departmental Coordinators:** The parties agree that the following Coordinator positions are recognized under the scope of the subject Agreements.
 - A. **Meat Coordinator:** One Head Meat Cutter position may provide certain coordination services for which he/she shall receive additional compensation equivalent to at least five (5) hours per week at the overtime rates. In addition to performing work customarily recognized as Head Meat Cutter work under the Agreements, this person may also coordinate the work of the Meat Department employees at each of the Lunardi Markets.
 - B. **Fish, Poultry, and Deli Coordinator:** A Head Meat Cutter position may also receive additional compensation equivalent to at least five (5) hours per week at the overtime rates for coordinating the Fish, Poultry, and Deli Departments at each of the Lunardi Markets in addition to providing customary Head Meat cutter services.
 - C. **Bakery Coordinator:** A Bakery/Deli Manager position may also receive additional compensation equivalent to at least five (5) hours per week at the overtime rates for coordination services over the various Bakery Departments at each of the Lunardi Markets in addition to providing customary Head Clerk and/or Bakery/Deli Manager work.
 - D. **Deli Coordinator:** A Bakery/Deli Manager position may also receive additional compensation equivalent to at least five (5) hours per week at the overtime rates for coordination services over the various Bakery Departments at each of the Lunardi Markets in addition to providing customary Head Clerk and/or Bakery/Deli Manager work.
 - E. **Fish and Poultry Coordinator:** A Head Meat Cutter position may also receive additional compensation equivalent to at least five (5) hours per week at the overtime rates for coordinating the Fish and Poultry Departments at each of the Lunardi Markets in addition to providing customary Head Meat cutter services.
 - F. **Produce Coordinator:** A Senior Produce Clerk may also receive additional compensation equivalent to at least five (5) hours a week at the overtime rates for coordinating the Produce Department at each of the Lunardi

Markets in addition to providing customary Senior Produce Clerk services.

- G. Spirits Coordinator:** A Senior Head Clerk may also receive additional compensation equivalent to at least five (5) hours a week at the overtime rates for coordinating the Beer, Wine, and Liquor (“Spirits”) Department at each of the Lunardi Markets in addition to providing customary Senior Head Clerk services.

Ultimate Number of Coordinators: The parties agree that if and when the Employer elects to staff the separate positions of Deli Coordinator and Fish and Poultry Coordinator referred to in paragraphs 1D and 1E above, then in that event the combined position of Fish, Poultry, and Deli Coordinator referred to in paragraph 1B above shall not be staffed.

Temporary Assignments: The parties acknowledge that the Employer has the option of making temporary assignments to any Department Coordinator position such as may be necessitated when the person regularly appointed to such position is unavailable because of vacation, illness, leave of absence, etc.

SUPERCESSION:

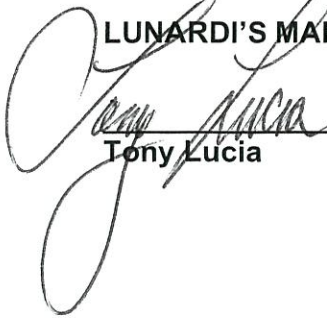
The provisions of the second sentence of Section 8.2 of the Agreement shall not apply to any Departmental Coordinator positions, or to the position of Store Manager, or to any managerial or administrative staff position at the Employer’s headquarters.

EQUALITY NOTIFICATION:

The Union agrees to provide the Employer with a copy of any agreement containing more favorable terms that it may hereafter grant to any other employer that is in direct competition (operating a food store within a five (5) mile radius of Lunardi’s with the Employer. At the Employer’s request, the Union will meet with the Employer within a reasonable period of time to discuss the impact of any such agreement on Lunardi’s.

Originally agreed upon on the 13th day of June, 2005.

FOR THE EMPLOYER;
LUNARDI’S MARKETS,


Tony Lucia 1-18-2023
Date

FOR THE UNION;
UFCW 5,


John Nunes 1/18/2023
Date

FOOD EMPLOYERS COUNCIL, INC.
Drawer 1298, 3685 Mt. Diablo Blvd.
Lafayette, California 94549 (415) 284-9350

April 30, 1989

Mr. William F. Senn
UFCW International Region 14
Spokesman for UFCW Locals 373, 428, 648,
775, 870, 1119 and 1179
One Sierragate Plaza, Suite 230-A
Roseville, CA 95678

Re: April 30, 1989 Final Offer - Involving the Food Employers Council, Inc., On Behalf of Its Member Companies and United Food & Commercial Workers Union, Local 373, 428, 648, 775, 870, 1119 and 1179

Gentlemen:

This will confirm that the proposed modification in Section 1.3.1 of the Master Food Agreement involving "delicatessen merchandise" is not intended to and does not affect the status of traditional "peg board" sections of the store.

If you have any questions or require additional information, please contact this office.

Very truly yours,
FOOD EMPLOYERS COUNCIL, INC.
Northern California Division

/s/ DAVID R. COX
David R. Cox
Executive Director

WRV:bjr

FOOD EMPLOYERS COUNCIL, INC.
Drawer 1298, 3685 Mt. Diablo Blvd.
Lafayette, California 94549 (415)284-9350

April 30, 1989

Mr. William F. Senn
UFCW International Region 14
Spokesman for UFCW Locals 373, 428, 648,
775, 870, 1119 and 1179
One Sierragate Plaza, Suite 230-A
Roseville, CA 95678

Re: Modification of Subsection 1.3.1 to Permit Non-Food and General Merchandise Clerks to Handle
Candy, Gum and Tobacco

Gentlemen:

This will confirm that in applying the above-captioned modification to Subsection 1.3.1 of the Master Food and Liquor Agreement, a "lobby" shall be defined as the area of the store between the checkstands and the front wall of the store.

If the above accurately reflects your understanding of our agreement in this matter, please sign in the space provided below.

Very truly yours,
FOOD EMPLOYERS COUNCIL, INC.
Northern California Division

/s/ DAVID R. COX
David R. Cox,
Executive Director

WRV:DRC:bjr

Agreed to this 30th day of April, 1989.

/s/ WILLIAM F. SENN
William F. Senn
UFCW International Region 14
On Behalf of UFCW Union Locals 373, 428, 648
775, 870, 1119 and 1179

**FOOD EMPLOYERS COUNCIL, INC.
2000 Crow Canyon Place, Suite 200
San Ramon, California 94583 (510) 275-1750**

March 6, 1992

Mr. Joseph T. Hansen
UFCW Regional Director
3300 Douglas Boulevard, Suite 345
Roseville, California 95661

Dear Mr. Hansen:

In the event that an Employer party to the Master Food Contract leases space in one of the Employer's stores to a separate party lessee; the product sold by the lessee is handled, displayed and sold within a distinct leased area separate from the Employer's merchandise; and said lessee does not sell items such as name-brand products in the same form as traditionally handled by bargaining unit employees (deminimus excepted); then the Union agrees that Sections 1.4 and 1.5 of the Master Food Agreement shall not in any way be applicable to said department.

Very truly yours,
FOOD EMPLOYERS COUNCIL, INC.

/s/ DAVID R. COX
David R. Cox
Executive Director
Northern California Division

DRC:jk

/s/ JOSEPH T. HANSEN
Joseph T. Hansen,
Regional Director
On Behalf of UFCW Local Unions 115, 373, 428, 588,
775, 839, 870, 1119, 1179, 1288 and 1532

**FOOD EMPLOYERS COUNCIL, INC.
2000 Crow Canyon Place, Suite 200
San Ramon, California 94583 (510) 275-1750**

March 7, 1992

Mr. Joseph T. Hansen
UFCW Regional Director
3300 Douglas Boulevard, Suite 345
Roseville, California 95661

Dear Mr. Hansen:

This will confirm our agreement that shifts which begin during the last day of the work week defined in Subsection 6.1 of the Collective Bargaining Agreement and end during the first day of the next work week shall not result in the payment of any penalty or premium on the basis that the shift overlaps two separate work weeks.

Very truly yours,

FOOD EMPLOYERS COUNCIL, INC.

/s/ DAVID R. COX
David R. Cox
Executive Director
Northern California Division

DRC:jk

/s/ JOSEPH T. HANSEN
Joseph T. Hansen,
Regional Director
On Behalf of UFCW Local Unions 115, 373, 428, 588,
775, 839, 870, 1119, 1179, 1288 and 1532

LETTER OF UNDERSTANDING

Food Employers Council, Inc. on behalf of its member Employers, and UFCW Locals 373, 428, 648, 775, 870, 1119 and 1179 agree that the correct interpretation and application of Shift Selection, Section 4.5.2, is that set forth at the first full paragraph on Page 9 and the paragraph which begins on Page 11 and concludes on Page 12 of the award of arbitration by David E. Feller in Retail Clerks Union, Local 17 and Safeway Stores, issued on November 8, 1979.

A copy of said language is attached hereto.

/s/ DAVID R. COX

David R. Cox

FOOD EMPLOYERS COUNCIL, INC.

UFCW - UNION LOCAL 373

UFCW - UNION LOCAL 428

UFCW - UNION LOCAL 648

UFCW - UNION LOCAL 775

UFCW - UNION LOCAL 870

UFCW - UNION LOCAL 1119

UFCW - UNION LOCAL 1179

DATED: 3/20/86

**LETTER OF UNDERSTANDING
BETWEEN
UFCW LOCALS 5, 8-GOLDEN STATE AND 648
(DEMONSTRATORS)**

THIS AGREEMENT is entered into by and between UNITED FOOD & COMMERCIAL WORKERS UNION, LOCALS 5, 8-GOLDEN STATE and 648 hereinafter referred to as the Union, and SAFEWAY, hereinafter referred to as the Employer.

- 1) In accordance with Section 9.4 of the 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 checkstand 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) If the selected employee is currently compensated at a rate less than \$12.75, they will receive an additional \$1.00 per hour or up to \$12.75, for the time spent performing demonstration work. Employees who earn more than \$12.75 will be compensated at their current wage rate.
- 4) In accordance with Section 9.4, employees working as demonstrators will be stepped up to the demonstrator classification for the time spent performing demonstrators work and there will be no hourly contribution to the Health and Welfare and Pension Trust for the time performing demonstration work as defined in #1 above.
- 5) 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.
- 6) 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 hours grievance.

**FOR THE EMPLOYER,
LUNARDI'S MARKET;**

By _____

Date _____

[Handwritten Signature]
1-18-2023

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

By _____

Date _____

[Handwritten Signature]
1/19/2023

LETTER OF UNDERSTANDING
BETWEEN
UFCW LOCAL 5
AND
LUNARDI'S MARKET
(Birthday, Anniversary and Floating Holidays)

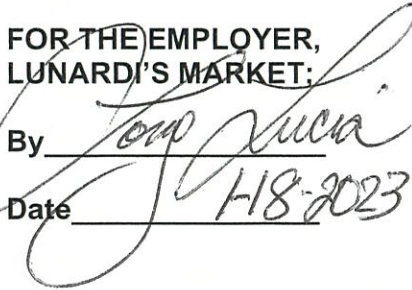
The parties agree to the following clarification of personal holiday entitlements:

Under Section 10.1 (applicable to both the Food and Meat contract) the earning of the Birthday and Anniversary holiday, the contract language states “---in accordance with the observance procedures governing the Employee’s birthday holiday,---“ The parties agree this means that in order for an employee who is otherwise qualified to earn the Birthday or Anniversary holiday an employee must work a minimum of one day in the week the Birthday or Anniversary holiday falls or be on paid vacation during that week in order to be entitled to the holiday.


Under Section 10.1 (applicable to both the Food and Meat contract) regarding the Floating holiday, in order for an employee who is otherwise qualified to earn the Floating holiday an employee must work a minimum of one day on or after January 1st in order to be entitled to the holiday.

Under Section 10.5 (applicable to both the Food and Meat contract), the parties agree in order for an employee who is otherwise qualified to earn the 25-year floater on June 1 the employee must work at least one day in the 12-month period on or after June 1. The parties agree in order for an employee who is otherwise qualified to earn the second 25-year floater on October 1 must work at least one day in the 12-month period on or after October 1. If not taken, payout will be at the end of the following calendar year.

**FOR THE EMPLOYER,
LUNARDI'S MARKET:**

By 
Date 1-18-2023

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

By 
Date 1/19/2023

**LETTER OF UNDERSTANDING
BETWEEN
UFCW LOCAL 5
AND
LUNARDI'S MARKET
REGARDING
GEOGRAPHICAL JURISDICTION TRANSFERS**

The bargaining parties hereby recognize that employee transfers are to be accomplished pursuant to Section 4.9 and Section 9 for each of the following jurisdictions:

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 some areas of Pacifica
- Santa Clara County, **including** the city of Menlo Park
- Santa Cruz County
- Solano County

MEAT

- Alameda County, **excluding** the cities of Pleasanton and Livermore
- Contra Costa County - **only including** the cities of El Cerrito, El Sobrante, Kensington, Richmond and San Pablo
- Del Norte County
- Humboldt County
- Lake County
- Marin County
- Mendocino County
- Monterey County
- San Benito County
- San Francisco County
- San Mateo County
- Santa Clara County
- Santa Cruz County
- Sonoma County

FOR THE EMPLOYER,
LUNARDI'S MARKET;


Tony Lucia

11/8/2023
Date

FOR THE UNION,
UFCW LOCAL 5;


John Nunes

4/9/2023
Date

**EXHIBIT B
EXCERPT FROM
ARBITRATION AWARD
BY
DAVID E. FELLER
ISSUED NOVEMBER 8, 1979**

(Retail Clerks Union Local 17 and Safeway Stores)

(START OF PAGE 9 as typed)

A journeyman clerk is, by definition, trained and qualified to perform in at least satisfactory fashion (although perhaps not in the best possible fashion) all of the duties of a journeyman clerk and there is, therefore, no reason to inquire at all into the qualifications of any other employee.

Acceptance of this position would essentially eliminate all of the factual issues in this case. I decline, however, to accept it. Although there is clearly a distinction between job assignments and shift assignments, it is nevertheless not true that there is no relationship between them. Nor can it be said, in the light of the agreement's language, that any journeyman is qualified by virtue of the fact that he is a journeyman to perform all of the work assigned to a journeyman, since the agreement clearly evinces a recognition that there are shift assignments which require particular qualifications. It does so in Section V-I-2, where the right to select a shift schedule is conditioned on the possession of "the necessary qualifications for the schedules selected." Indeed the notion that there may be a qualification for a particular shift is emphasized by the fact that the agreement goes on to specify that qualifications "shall include such factors as experience, job performance, aptitude, attendance, etc."

The problem which this case presents is that no such qualification requirement is specified with respect to the junior employee whom the agreement requires be placed on the shift of a senior employee who has exercised his seniority right to the junior employee's schedule. It is clear that the apparently mandatory requirement that the junior employee bumped off a schedule be given the schedule of the senior employee who bumped him was inserted in the agreement in order to prevent a chain reaction. If a bumped employee could exercise his seniority preference

(END PAGE 9 as typed)

(START OF PAGE 11 as typed)

employees, that qualification on the senior employee's right would possibly be more onerous than the one which the parties have inserted in the agreement. The Union's argument that shift schedules and job assignments are unrelated is not correct, but there clearly is a substantial difference between them. No employee has the right to insist on doing the same work which he previously did on his shift. So long as the work is properly within the journeyman clerk classification, management's right to direct the working forces clearly encompasses the right to assign and to reassign and to change assignments so

long as the employee's right to the shift which he has selected is not violated. It follows that there is no requirement in the agreement that the junior employee, bumped as a result of a senior employee's exercise of his right to shift preference, be qualified to perform the work previously assigned to the senior employee. The only requirement is that there be a reasonably practicable method of reassigning the work to some journeyman clerks so that the business of the Company can be performed. The Company is clearly correct when it says that once the weekly schedule has been posted it would violate the agreement if it changed the schedules of other employees in order to accommodate the shift schedule change requested by a senior employee. It is not correct, however, in assuming that this is necessarily the only way in which it can secure the satisfactory performance of the work previously performed by the senior employee, since it has the right to change the functions to which other employees are assigned within their scheduled shifts.

I conclude, then, that the right of a qualified senior employee to exercise his shift preference rights can be denied if, and only if, the employer can show that it is impossible to reassign the duties of other clerks within their posted schedules so that the work which the senior

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(START OF PAGE 12 as typed)

employee has performed on his previous shift will in fact be performed satisfactorily. Given the absolute nature of the language of the agreement, the burden of so showing must be placed upon the Company, and it is not met by simply showing that the junior employee who must be transferred to the senior employee's shift is himself or herself not capable of performing the work efficiently. It must be shown that no reassignment of job duties could result in the satisfactory performance of the work involved.

I also conclude that no such showing has been made in this case. It is conceded that there were other employees capable of taking care of the end displays. It is clear that there were other employees who were capable of doing the checking which the grievant was assigned to in the hours after 1 p.m. The Company has not met the burden of showing that it would have been impossible to rearrange the job duties of the clerks employed by the store in such a way that all of the functions performed by the grievant on his previous shifts could have been performed satisfactorily. Accordingly, I conclude that the substantive issue involved must be decided in favor of the Union.

With respect to remedy, I also conclude that the grievance must be granted. The language of Section VI-K is too clear to warrant what is in effect an amendment based upon proposals made by the Union. The agreement says, as plainly as language can, that when ever an employee's schedule is not changed in accordance with the provisions of this agreement and he has worked outside "such schedule" then the hours so worked shall be paid for at overtime rates. The words "such schedule" plainly mean the schedule which the employee has requested in his request for a change. The provision cannot be read as referring only to cases in which schedules are

(END OF PAGE 12 as typed)

END OF EXCERPT

EXHIBIT C

LUNARDI'S SUPERMARKETS INC. & LUNARDI FOODS

Company Drug & Alcohol Policy

I. Policy Statement

Lunardi's Supermarkets, Inc., and Lunardi Foods (hereinafter called the "Employer" maintains zero tolerance for drug and alcohol abuse by its employees. Wherever the term "employee(s)" is used in this document, the term also includes "prospective employees". The use of any illegal drugs, intoxicants, or controlled substances is strictly prohibited. Illicit drug use and indiscriminate alcohol consumption puts everyone at risk and cannot be tolerated. In keeping with our efforts to promote health and safety and protect the interests of our employees, customers, and the Employer, we cannot allow anyone to use possess, sell, manufacture, purchase, or be under the influence of alcohol, illegal drugs, intoxicants, or controlled substances at any time on company premises, in company vehicles, or while on company business.

The following rules and standards of conduct apply to all employees. The following are strictly prohibited by the Employer.

- Possession, use, or being under the influence of alcohol, or an illegal drug, intoxicant, or controlled substance while on the job or on Company-owned or occupied premises.
- Driving a vehicle on Company business while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance.
- Distributing, selling, manufacturing, or purchasing (or attempting to distribute, sell, manufacture, or purchase) an illegal drug, intoxicant, or controlled substance during working hours or while on Company-owned or occupied premises.
- Testing positive on a required or requested drug or alcohol test or screen.
- Refusing either to take or to release information regarding a required or requested drug or alcohol test of screen, and,
- Violating any Company rule or policy regarding alcohol or drug use.

II. Definitions: (For the purpose of this policy:)

- A. "Alcohol" includes Ethyl Alcohol or Ethanol. Alcohol is not limited to popularly recognized alcoholic beverages such as beer, wine, or liquor.
- B. "Illegal Drugs" means a controlled substance as defined by Section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of the Title.

The term "illegal drugs" does not mean the use of a controlled substance pursuant to valid prescription or other use authorized by law. However, if an employee is impaired in their ability to perform their work because of prescription drug use, this policy applies in the same manner as if the substance(s) were illegal.

- C. "Drug Test" means analysis of urine, blood, and/or breath sample for the presence of "illegal drugs" and/or prescription drugs that may impair an employee's ability to perform their work.
- D. "Employee" means all persons currently employed by the Employer as well as prospective employees.
- E. "Verified Positive Drug Test" means a test result that has been confirmed by an independent medical testing facility.

III. Rules

The cooperation of all employees is required in order for our drug and alcohol policy to be successful, consequently the Employer requires that all employees follows these rules.

- A. Possession or storage of alcohol or drugs in company or personal vehicles or on company premises (including parking lots, and entry roads) is strictly prohibited. An employee will be considered in possession of drugs and alcohol if any of the above is discovered on the employee's person, in the employee's locker, office, personal work place equipment, lunch box, personal vehicle while on company property, or in a company vehicle or equipment which is in their custody.
- B. Employees are prohibited from being at work or operating company-provided vehicles or equipment under the influence of drugs or alcohol.
- C. Violation of this policy will subject an employee to termination.

IV. Standards: (Test)

In order to ensure compliance with these rules, the Employer has established standards in the following areas.

- A. The Employer will require testing of any employee during their employment period when there is reasonable cause (see "Reasonable Cause/Reasonable Suspicion Testing" below) or other overt reason to believe that the employee is under the influence of drugs and/or alcohol.
- B. Prior to testing, applicant/employee will be given the option to report any medications which he/she has taken or is presently taking. Such information will be used for the purposes of discerning whether a positive test result is because of a lawful use of a medication.

V. Reasonable Cause/Reasonable Suspicion Testing

Testing may be conducted upon reasonable suspicion that an employee is currently under the influence of, or impaired by, alcohol, a controlled substance or other drug. Reasonable suspicion exists when there is clear indication of impairment based on objective evidence and/or based on specific personal observation by a supervisor or another company management person who can attest to the appearance, behavior, speech, or breath odor of the employee. The supervisory employee will document his/her observations and reasons for requesting testing.

Those observations may include, but not limited to:

- Unsafe work habits or practices that endanger the employee, fellow employees, or customers.
- Abnormal work performance.
- Physical conditions and/or symptoms, such as unsteady balance, alcohol breath, glassy eyes, reddened eyes, unsteady gait, etc.
- Abnormal personal behavior and/or poor interpersonal relations on the job.
- Involvement in a workplace incident where the circumstances indicate the possibility that drugs and/or alcohol were a factor in the incident.
- A confirmed positive test shall be grounds for discipline up to and including termination.
- The Employer has provided management training to make supervisors aware of the above conditions.
- Refusal to take a drug or alcohol test under the conditions of this policy is grounds for termination of employment.

A. Inspection Policy: When there is reasonable cause to believe that an employee is in possession of a controlled substance or alcohol, the Employer reserves the right to request an inspection of any item(s) the employee has brought on company property, including employee vehicles parked on company property at any time.

Any employee who refuses to comply with the request for inspection of their personal property or vehicle, will be subject to termination of employment.

B. Prescription Drugs: The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance. Any employee who is using prescription or over-the-counter drugs, that may impair his/her ability to safely perform the job or may affect the safety or well-being of others, must submit a written physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to violate or interfere with individual rights under these laws.

- C. Counseling:** The Employer views alcohol and drug abuse as treatable health problems. Any employee who voluntarily seeks help and undergoes treatment for alcohol and drug abuse prior to being required to undergo drug testing and prior to being involved in any substance-related misconduct, will not be subject to disciplinary action provided he/she remains drug or alcohol free and complies with the provisions of his/her employee assistance agreement. Employees who have a need are encouraged to seek assistance from either the Employer or medical benefit assistance programs before health, safety and work performance are affected. Seeking assistance will not, however, relieve an employee of the obligations to comply with company policies, nor will it preclude the company from disciplining the employee for failure to comply with company policies.
- D.** If testing is conducted based upon reasonable suspicion in accord with Lunardi's written policy and results in a positive test, that employee will be discharged. If, following discharge an employee seeks rehabilitation, Lunardi's may consider on a case-by-case basis, allowing that employee to return to work, Lunardi's decision in this regard will be guided by such factors as length of service, employee disciplinary record, employee's sincerity, and commitment in seeking rehabilitation, and the nature of conduct exhibited by the employee which immediately preceded the request by his/her supervisor to take a test. If conduct independent of being under the influence of drugs or alcohol was sufficient to warrant discharge, the employee will not be allowed to return to work.
- E.** This understanding is entered into without limiting the right of the union to file grievances on a case-by-case basis regarding discipline issues where the union believes that, under the circumstances of that individual case, referral to rehabilitation and return to work is reasonable.