



**COLLECTIVE BARGAINING  
AGREEMENT**

**WITH**

**Raley's**

**October 10, 2021 – April 19, 2025**

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS UNION  
LOCAL 5  
AND  
RALEY'S**

**THIS AGREEMENT** becoming effective on this, 8<sup>th</sup> day of July 2022, by and between **RALEY'S**, referred to hereinafter as the "Employer", and **UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 5** chartered by the United Food & Commercial Workers International Union, referred to hereinafter as the "Union."

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

**WITNESSETH:**

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

**SECTION 1. RECOGNITION AND CONTRACT COVERAGE**

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

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

**Card Check Neutrality:**

The parties mutually recognize 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 parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employer's employees of their rights 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 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.

At no time will the Union or its agents and employees harass non-union employees by repeated home visits or other similar tactics. The overarching principal is that Section 7 protects an employee's right to choose one way or the other without fear of reprisals, threats or other coercive conduct on the part of the Union or the Employer.

The Union may request recognition as the exclusive collective bargaining agent for the employees in a traditional bargaining unit represented by the Union in the food industry, including single store clerk or meat units. 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 requests.

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 the 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.

During the life of this Agreement, the Union agrees not to engage in any stoppage of work, and 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 employee's bargaining representative.

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 the parties' collective bargaining agreements. 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.

The parties agree in order to avoid issues concerning negative consequences to employees' pensions, that for any newly organized stores, they will negotiate a transition plan with regard to pension coverage. Until the parties reach agreement on said pension transition, the pension plan then in effect at the newly organized location shall remain in effect notwithstanding the fact that the parties' collective bargaining agreement will become effective for all other purposes.

**1.2 CLERK'S WORK:** The work covered by this Agreement shall be performed only by members of the appropriate unit as defined in subsection 1.1 above, 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 stores including the demonstration of such products, but excluding:

**1.2.1** Supervisory functions

**1.2.2** Work of employees heretofore expressly excluded from the provisions hereof by agreement of the parties.

**1.2.3** Such work as is performed under industry practice, prevailing and existing as of May 11, 2005, within the geographical jurisdiction of this Union by a driver/salesman engaged in servicing the food stores at the point of delivery, soft drink merchandisers, ice cream merchandisers, cookie/cracker merchandisers, chips/salty snacks merchandisers, frozen pizza merchandisers, Hispanic foods merchandisers, beer merchandisers, and,outsider supplier or reset crew.

**1.2.4** Notwithstanding anything herein to the contrary, and except as modified by Subsection 1.14 below, the Employer may, at its discretion on a store-by-store basis, assign members of the bargaining unit to handle merchandise or products which were formerly handled by non-bargaining unit employees of suppliers. After any such assignment to members of the bargaining unit, the Employer may, at its discretion, make further changes in work assignment including, but not limited to, reverting back to the former practice of utilizing the services of outside suppliers.

**1.3 MEAT CUTTER WORK:** It is agreed that all fresh meat shall be cut, prepared, and fabricated on the premises, by a Head Meat Cutter, Journeyman Meat Cutter, or Apprentice Meat Cutter, provided, however, the carcasses may be processed up to and including the maximum reductions listed and described on the attached Exhibit A and may be delivered to the premises in that form but all further processing of these parts shall be performed on the premises.

There shall be a Journeyman or Apprentice Meat Cutter on duty at all times where fresh meat is offered for sale except as otherwise provided for in Section 9 Apprentices, Meat Clerks, Subsection 9.1.8 of this Agreement and as follows:

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

**1.3.2** 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.

**1.3.3** No employee, presently employed in the jurisdiction of the Union, employed as of November 1, 1985, will have his hours reduced or will be laid off as a direct result of implementing the modification of Exhibit A hereof or modification of Journeyman-on-duty or the introduction of pre-priced products set forth in subsection 1.3.4 below.

**1.3.4** Lunch meats, pre-sliced bacon, dissected and pre-fabricated fowls, ground beef and pork sausages in visking casing, fish, and/or rabbits which, pursuant to current custom and practices, are presently pre-fabricated and dissected, along with all cooked or pre-cooked meats, or combinations of such meat products, whether in bulk or package form, need not be cut on the premises; but all the above products, along with fresh, frozen, smoked, or cooked sausages, shall be handled, displayed, dispensed, and offered for sale by employees covered by this Agreement. Notwithstanding the above, pre-priced poultry (whole, cut-up, and/or parts), fish, liver, sausage, and smoked or cured meats may be merchandised.

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

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

In the event of the deliberate failure of an Employer to schedule an employee to work in accordance with the provisions of this Collective Bargaining Agreement, when fresh meat is offered for sale, an amount equal to the wages which would have been paid to an employee, to the Health and Welfare Plan.

The parties agree to monitor and evaluate the status of products listed on Exhibit A hereof during the term of this Agreement. A committee of Raley's and the Local Unions 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 17 New Methods of this Agreement for binding resolution.

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

**1.4 SUBCONTRACTING AND SUBLEASING:** It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. Therefore, except for work which is exclusively inventory or janitorial work (such as washing windows, washing or waxing floors, and cleaning restrooms), or involves certain specialty departments such as Hot Wok, or operations such as a tacqueria restaurant or a bar/tavern which sells products and services of a nature that are not currently offered by the Employer ;or work hereinabove excluded, no work covered by this Agreement, as defined in subsection 1.2 and 1.3 above, shall be performed under any sublease, subcontract, or other agreement unless the terms of said lease, contract, or other agreement specifically provide:

**1.4.1** That all such work shall be performed only by members of the appropriate unit as defined in Subsection 1.1 above;

**1.4.2** That the Employer shall at all times hold and exercise full control of the terms and conditions



of employment of all such employees pursuant to the terms of this Agreement.

**1.5** It is recognized that if the terms of the Employer's lease, contract, or other agreement obligates the lessee or other party, as the case may be, to pay the wages and observe the other terms and conditions of this Agreement, then the Union agrees that the sole and entire financial responsibility for meeting the costs of observance of this Agreement shall be upon said lessee or other party and not upon this Employer and that it shall be, and by these presents is, hereby released from any and all financial liability in connection therewith.

**1.6 STORE TEAM LEADER AND ASSISTANT STORE TEAM LEADERS:** None of the provisions of this Agreement need apply to one (1) overall Supervisory Team Store Leader, the Assistant Store Team Leader and, in stores of thirty-five thousand (35,000) square feet or more, a Second Assistant Store Team Leader and their work in each retail food store in which an owner is not actively engaged on the premises. The Store Team Leader and Assistant Store Team) Leader shall not be restricted as to the amount of non-supervisory work they may perform. Meat Departments see Store Team Leader Training below.

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

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

**1.7 OWNERS:** There shall be not more than two (2) Employers in any store or group of stores having common ownership. In partnerships, "Employer" as used in this subsection means only bona fide partners who own an interest in the assets and in the profits of the partnership. In corporations, "Employer" as used in this subsection means only two (2) officers of the corporation who own capital stock of the corporation. No more than two (2) shareholders of a corporation or more than two (2) bona fide partners shall be deemed or classified as an Employer within the meaning of this Agreement. Employers 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.

**1.8 NEW OWNER:** 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 a 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 Employment and Union Membership, Subsection 2.4.2, or Section 3 Discharge and Layoff, Subsection 3.1 of this Agreement.

**1.9 TRAVELING CLERKS:** It is agreed by the Employer and the Union that Employees may be assigned to work in two (2) or more different stores located in the geographical jurisdiction of two (2) or more Local Unions. Each such employee shall be covered by all of the terms and conditions

of the Agreement which is in effect in the area in which he works the major portion of his time. In the event that he does not work the major portion of 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.

- 1.10 INDIVIDUAL AGREEMENTS:** The Employer agrees that no employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with said Employer concerning wages, hours of work, and/or working conditions that provides less benefits than the terms and provisions of the Agreement, except by written agreement of the Employer, the employee, and the Union. However, the Union agrees to allow new employees to enter into separate voluntary agreements providing for Arbitration of statutory discrimination claims and remedies not covered by this Collective Bargaining Agreement under current case law.
- 1.11 ENFORCEMENT:** When the Employer has knowingly permitted non-bargaining unit persons to perform work in violation of this Agreement, it shall be liable in damages payable to a recognized charity mutually agreed to by the parties in the amounts below for each proven violation. On a store-by-store basis:
- 1.11.1** At the time of the first knowing violation, an amount equal to one (1) day's wages at the regular clerk's rate plus equivalent health and welfare and pension contributions.
  - 1.11.2** At the time of a second knowing violation, an amount equal to two (2) day's wages at the regular clerk's rate plus equivalent health and welfare and pension contributions.
  - 1.11.3** An additional day's wages plus the equivalent health and welfare and pension contributions shall be added cumulatively for each subsequent knowing violation.
- 1.12 NEW STORES AND REMODELS:** 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 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 (15<sup>th</sup>) 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 it 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 (15<sup>th</sup>) day following such opening or reopening of such stores to the public.

**1.13** 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 Meat or Clerk's work and performed by members of the bargaining unit, except that, for a temporary period of tryout 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 of all or part of such work by non-bargaining unit persons. After the six (6) month period has expired the wage rates and classification for such new jobs or job duties shall be subject to mutual agreement of the parties. Upon request of the Union, the Employer shall meet to discuss the wage rates and classification for such new jobs or job duties no later than ninety (90) days after the introduction of said merchandise. In the even the parties are unable to agree on the above, disputed matters shall be processed in accordance with Section 18 Adjustment Board and Arbitration of Disputes, Subsection 18.3 of the Agreement with a decision being rendered by the end of the six (6) month trial period, unless that time period is extended by mutual agreement.

**1.14 RETAIL SALES MERCHANDISERS:** Employees working under subcontracts for Retail Sales Merchandising Services, hired after April 11, 1986, shall be paid the rate of pay of Clerks and shall have the same progression steps. Current employees shall be slotted into the progression steps leading to the experienced Clerk rate of pay.

## **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 within seven (7) days from such notice.

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

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 UNEMPLOYED LIST:** The Union agrees to keep an up-to-date list of known unemployed clerks with an accurate record of their experience or training, and the Employer agrees to notify the

Union of vacancies in positions or job openings within the classifications covered by this Agreement in order that the unemployed clerks on the aforementioned list may be provided with a full opportunity to fill such vacancy. In filling vacancies, the Employer shall give preference to applicants with previous employment experience in the industry in the area covered by this Agreement.

**2.3 REGISTRATIONS:** The Union agrees to accept registrations for employment upon each list so maintained and to dispatch applicants for employment from said list for vacancies or job openings with the Employer in accordance with their specification and this Agreement.

**2.4 JOB REFERRAL AND NON-DISCRIMINATION:**

**2.4.1 SEMANTICS:** When used, the terms "he" and "Journeyman" refer to human beings of either sex and are used only for grammatical simplicity.

**2.4.2** The Union shall be allowed two (2) days, on which its office is open, to refer applicants. Selection by the Union of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership.

The Employer shall retain the right to reject any job applicant referred by the Union, provided such rejection is not a violation of this Agreement. The Union agrees that the Employer may employ persons from other sources when applicants satisfactory to the Employer are not available from the lists maintained by the Union.

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

**2.4.4** Disputes or disagreements arising out of this section shall be referred to the Adjustment Board and the Arbitration process as provided for in Section 18 of the Agreement.

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

**2.5 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:

**2.5.1** Promptly notify the Union of such employment, in writing, giving the date, place, and job classification of the employment and the name and address of the new employee; and

**2.5.2** Promptly advise the new employee of the terms and provisions of this Agreement and of his obligations hereunder; and

**2.5.3** The Employers will pass out and collect Union application forms to newly hired employees. The Union application forms will be provided by the Union. The responsibility to forward the application to the Union will be the responsibility of the employee or the Employer. The

application shall be forwarded to the Union no later than forty-five (45) days from the date the new employee was hired.

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

**2.6 NEW EMPLOYEES:** The provisions of this Agreement shall apply the employment of any person covered by this Agreement while such person is not a member of the Union.

**2.7 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.

**2.8 EXTRA WORKER (MEAT DEPARTMENT ONLY):** An Extra Worker is not considered a new hire and is one who is used on a daily and/or temporary basis and is not subject to the probationary period of Section 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, within a calendar year, 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 Worker shall receive the Extra rate of pay for all hours worked.

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.

In the event the Union dispatches an employee who was previously discharged for cause by the Employer, the employee shall not be entitled to any minimum guarantees of work or pay.

### **SECTION 3. DISCHARGE AND LAYOFF**

**3.1** The Employer shall not discharge or discriminate against an employee for upholding Union principles, for serving on a committee of the Union or any organization affiliated therewith, or for refusing to purchase stocks, bonds, securities, or any interest in the Employer's business should

the Employer be operating as an individual, firm, company, partnership, joint stock company, or corporation.

**PROBATION:** There shall be a probationary period of sixty (60) calendar days for all employees. During the probationary period, a probationer may be discharged without right of appeal except if such discharge is in violation of Section 2 Employment and union Membership, Subsection 2.4 or 2.8 of this Agreement or this Subsection 3.1.

**3.2 TERMINATION:** Except for reasons beyond the Employer's control, regular employees shall be given three (3) working days' notice of layoff or the equivalent pay, except when such termination has been for cause, such as dishonesty, insobriety, insubordination, (as defined in Webster's International Dictionary), fighting on the job, malicious destruction of property, illegal use of narcotics or improper conduct, under circumstances requiring immediate termination. Discharge for failure to comply with Subsection 2.1 above shall be deemed a discharge for cause. 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 ninety (90) days or longer.)

The Employer shall provide a list of employee terminations with their social security numbers to the Union monthly.

**3.3 WORK PERFORMANCE:** The Employer shall have the right to discharge any employee for just cause. Any employee claiming unjust dismissal, demotion, or suspension shall make his claim therefore through the Union, in writing, to the Employer within ten (10) business days of such dismissal, demotion, or suspension, otherwise no action shall be taken by the Union.

Any dispute arising out of any such suspension, demotion, or discharge not settled by the parties shall be subject to the provisions of Section 18 Adjustment Board and Arbitration of Disputes of this Agreement.

**3.3.1** Before regular employee is discharged, suspended, or demoted for incompetency or failure to perform work as required, he shall receive a written warning (with a copy to the Union) and be given an opportunity to improve his work. Notices and warnings shall become null and void after six (6) months from the date of issue.

**3.3.2** Upon severance of employment of any employee, the Employer shall, within seven (7) calendar days thereafter, notify the Union of such resignation, layoff, or discharge. If discharge is for cause, the Employer agrees to submit the reasons therefor to the Union upon request.

**3.3.3** Email is an acceptable method of communication between the parties where written correspondence where required.

**3.4 RECORD:** Any employee who is terminated shall, upon, request, be given a statement setting forth the date of hire 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.

## **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.

**4.2 CLASSIFICATION:** Seniority shall be by classification listed as follows and in Section 1 Recognition and Contract Coverage, Subsection 1.3, and Section 9 Classification of Employees of this Agreement:

- (1) Managing Clerks
- (2) Senior Head Clerks and Senior Produce Clerks
- (3) Head Clerk
- (4) Senior Clerks and Multi-Purpose Clerks
- (5) Courtesy Clerks subject to the restrictions of Section 9 Classification of Employees, Subsection 9.1.6 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 a Clerk who has previously served as a Courtesy Clerk is to be laid off before the completion of the first one thousand forty (1040) hours of the Clerk progression then, in that event, the Clerk may step back temporarily into the Courtesy Clerk classification at the store in which he is currently working until recalled.

- (6) Head Meat Cutter
- (7) Journeyman Meat Cutter and Apprentice Meat Cutter (for the purposes of layoff and recall, Journeyman Meat Cutter and Apprentice Meat Cutter shall be considered as one (1) classification).
- (8) Employees employed in classifications covered by addendum agreements shall be deemed separate classifications.

**4.3 LAYOFF, RECALL, AND PROMOTION:** With respect to layoff, recall, and promotion, seniority shall be based upon the length of service with the Employer in each of the areas covered by this Agreement as referred to in Subsection 4.3.1 below; provided, where an employee is transferred by the Employer to such area from another area, the transferred employees shall retain all seniority with the Employer but shall not be entitled to exercise such rights with respect to layoff, recall, or promotion until the expiration of six (6) months after the date of transfer, at which time his seniority shall be based upon the first day of employment by the Employer regardless of area. However, during such period of six (6) months, the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights with respect to layoff, recall, and promotion in the area from which he was transferred provided.

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

#### 4.3.1 GEOGRAPHICAL AREAS:

##### 4.3.1.1 GROCERY DEPARTMENT

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

##### 4.3.1.2 MEAT DEPARTMENT :

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

**4.3.2 PROMOTION:** Determination of which employee is to be promoted to Multi-Purpose Clerk or Meat Cutter will be based upon qualifications and seniority. Qualifications shall include overall retail food experience, job performance, aptitude, attendance, and successful completion of formal training. Training opportunities will be posted and offered to the most senior employees that bid and who have no suspensions in the preceding six (6) months. Written discipline, within the preceding six (6) months may be considered when determining eligibility for training opportunities. Where qualifications are approximately equal, seniority shall control. No trial period shall be required.



All permanent job vacancies above the Multi-Purpose Clerk or Meat Cutter classification shall be posted at each store of the Employer within the seniority area as specified herein for a period of seven (7) days. The job posting shall specify the job classification and location of the store where the permanent job vacancy exists. Any employee interested in the permanent job vacancy must complete an electronic job bid on or before the expiration of the posting period. In the event the Employer decided 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 provisions 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 a Head Clerk or Meat Cutter, except Courtesy Clerks, shall be posted at each store of the Employer, on a Store-by-store basis, for a period of seven (7) days. Courtesy Clerks desirous of promotion and that are otherwise reasonably qualified for a promotional opportunity in accordance with provisions below must file a bid. Determination of which employee is to be promoted will be based upon reasonable qualifications and seniority. Qualifications shall include such factors as experience, job performance, aptitude, attendance, etc. Where qualifications are approximately equal, seniority shall control. No trial period shall be required.

The Employer agrees to provide the Union with a list of employees, bimonthly, who have been promoted to positions above Multi-Purpose Clerk.

There shall be no reduction in pay when an employee in a classification below a Multi-Purpose Clerk or Addenda employee is promoted to a Multi-Purpose Clerk vacancy. Said employee's rate of pay shall be frozen until the employee completes the hours necessary to warrant an increase under the progression steps.

**4.3.3 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. For purposes of this section, a layoff is defined as being reduced to zero (0) hours.

**4.3.4 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 employees shall be notified in person by telephone or, if not reached by telephone, such employee shall be notified by certified mail, a copy of which shall concurrently be sent to the Union. The employee shall have three (3) days to report after receipt of a copy of such notice of recall.

**4.3.5** It is further understood that the employee will not be able to claim wages under the provisions of subsection 4.3.3 above, except for hours lost commencing with the weekly schedule immediately following the Union's notification to the Employer of the claim and thereafter until resolved.

If the employee or the Union gives written notice to the Employer 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 General Provisions, Subsection 5.15 hereof;
- (6) Fails to report for work when recalled as provided in Subsection 4.3.4 above.

When personal leaves are granted by the Employer, the employee shall be given written notice thereof specifying the extent of such leave.

**4.5 SCHEDULE SELECTION:** The work "schedule" is interpreted to mean the weekly work schedule including work on premium days and 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 shall include such factors as experience, job performance, aptitude; attendance, etc.

**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 this Agreement or having to pay a penalty for improper scheduling of shift intervals or consecutive Workdays.

**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:** Upon request by the Union, the Employer agrees to provide a seniority list of its employees quarterly on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each calendar year through electronic format. The list will be provided according to the geographical areas of the Union contained in 4.3.1.

**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:** Transfer from one seniority area to another seniority area shall not be compulsory not shall any employee be disciplined or otherwise discriminated against for refusing to accept such a transfer.

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

Within an individual seniority area, the Employer agrees that it will not arbitrarily or capriciously transfer employees

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

**4.10 PART-TIME EMPLOYEES:**

**4.10.1 REQUEST FOR FULL-TIME WORK:** Promotions to full-time will be accomplished by promoting the most senior employee in the affected classification so long as the most senior employee does not have any suspensions in the past six (6) months. Written discipline, within the preceding six (6) months may be considered when determining eligibility for full-time promotions. Promotions will be accomplished by geographical seniority area.

**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, of their desire for more hours; and they shall be afforded such hours by seniority.

**4.10.3 REMOVAL FROM LIST:** Employees refusing an offer of full-time work, requesting part time work after having been selected for full-time work, indicating their unavailability for continued full-time work, or refusing a job opening with more hours shall not be entitled to exercise rights set forth above until the next request period.

**4.10.4 REDUCTION IN HOURS:** Reduction in employees' hours due to lack of work shall be accomplished by seniority and by classification on a store-by store basis in the following manner:

- (1) Notwithstanding the above, before a full-time employee may be reduced in hours on a store-by-store basis, the Employer shall first reduce the hours of part-time employees in the store affected by the lack of work in the order of their seniority. Hours shall be afforded to part-time employees in the store affected by the lack of work in the order of their seniority by classification on a store-by-store basis. It is recognized that management has the right to establish such weekly work schedules to meet the requirements of the business.
- (2) To the extent further reductions of work hours are required in the affected store, excluding the Meat Department; the Employer shall reduce the hours of full-time employees by seniority and by classification. Any full-time employees whose working hours are reduced for more than three (3) weeks (not necessarily consecutive ) in a nine (9) month period, commencing with the first week of reduced hours, shall have a one-time option during any said nine (9) month period to request, in writing, during the fourth (4) week of reduced hours, to remain in the

affected store at the reduced working hours or displace the least senior full-time employee in the same classification in the appropriate geographical seniority area. If the full-time employee chooses to replace the least senior full-time employee, his new store becomes his assigned store. Said employee shall be entitled to exercise the option right in his newly assigned store in accordance with the procedures set forth herein.

The displaced full-time employee shall have the right to exercise seniority to displace the least senior employee in the same classification in the geographical seniority area or to remain in his assigned store at the reduced hours in accordance with his seniority. If said employee displaces the least senior employee in the geographical seniority area, he shall be afforded hours in his assigned store by seniority by classification.

- (3) A full-time employee who has been involuntarily reduced to part-time and who chooses to remain in the affected store shall be placed at the top of the bid list referred to in Subsection 4.10.1 above with respect to the affected store and shall have preference over those employees who have requested additional available hours pursuant to Subsection 4.10.2 above.
- (4) A regular full-time employee is:
  - (a) One who is hired or designated by the Employer to a regular forty (40) hour job opening, excluding relief for vacations, illnesses, other authorized absences, or business fluctuations.
  - (b) An employee that becomes full-time in accordance with Section 4.10.1 above.
  - (c) Meat Department Heads and Meat Cutters.
- (5) The aforementioned provisions shall not affect the right of the Employer to transfer employees or the right of employees to request transfers pursuant to the provisions of Subsection 4.9 above.
- (6) Full-time Meat Department Heads and Meat Cutters shall be reduced within their store by classification then by seniority within their geographical seniority area.

**4.10.5 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 layoff, the above provisions do not apply.

**4.10.6 WEEKLY GUARANTEE:** The weekly minimum schedule for part-time employees shall be twenty-eight (28) hours, excluding Courtesy Clerks who shall be scheduled for at least sixteen (16) hours per week and Fuel Station Employees who shall be scheduled for at least twenty (20) hours per week. Only at the employee's voluntary request, employees may work between twenty-four (24) and twenty-eight (28) hours per week by mutual agreement of the employee, employer and the union.

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

- (1) The store is normally open for business six (6) days or less in the workweek;
- (2) A week in which one (1) of the holidays named in this Agreement falls;
- (3) Employees scheduled to work are absent without proper notice;
- (4) Work is not available due to acts of God;
- (5) The part-time employee (excluding Courtesy Clerks), the Employer and the Union agree that the employee may work less than twenty-four (24) hours per week;
- (6) The part-time Courtesy Clerk, the Employer, and the Union agree that the Courtesy Clerk may work less than sixteen (16) hours per week;
- (7) The Fuel Station employee, the Employer, and the Union agree that the Fuel Station employee may work less than twenty (20) hours per week;
- (8) An unanticipated, significant business fluctuation;
- (9) During the week an employee is recalled from layoff or returns from leave of absence.

**4.11** Notwithstanding anything to the contrary contained in this Agreement, any employee can perform the work of a lower-paid classification.

## **SECTION 5. GENERAL PROVISIONS**

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

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

### **NO COTTON**

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

Industrial kit basic content, add as necessary

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

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

Employees assigned to cleaning areas of the store will be provided clean-up training (as determined by the Employer) or mandated by applicable state or federal law, and the Employer will provide the necessary protective gear when cleaning.

**5.2** The Employer agrees to comply with prevailing federal and state regulations. Company rules will be furnished to the Local Union upon request.

**5.3** **MILITARY SERVICE:** The Employer agrees to comply with the terms of the Universal Military Training and Service Act and The Uniformed Services Employment and Reemployment Rights Act with reference to all provisions providing for the reemployment of persons entering Military Service. These provisions shall be deemed a contractual obligation under the terms of this Agreement

**5.4** **BONDING:** Whenever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, premiums for the same shall be paid for by the Employer. No cash deposits, cash, or real property bond shall be required of any employee.

**5.5** **FLOOR COVERING:** Wood or suitable floor covering shall be provided for on all concrete floors behind check stands and behind the meat counter.

**5.6** **UNIFORMS:** Where the Employer desires the wearing of a uniform and/or head covering, the Employer shall furnish the same without cost to the employee. The Employer shall also provide for the maintenance of such wearing apparel, except if the Employer furnishes drip-dry uniforms, the employee shall maintain such uniforms.

In the event the Employer requires the wearing of a uniform, the Employer will provide at least two (2) shirts for part-time employees. At the time an employee is classified as full-time they will be provided an additional two (2) shirts for a total of no less than four (4) shirts. The Employer will provide replacement shirts upon reasonable wear and tear of the shirts.

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.

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

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

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

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

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

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

**5.8 PAYDAY AND DEDUCTIONS:** Employees shall be paid Friday of each week. 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. Checks will be available for pick-up after reconciliation on Friday. Paychecks will designate whether an employee is full-time or part-time.

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

**5.9 BULLETIN BOARD:** The Employer agrees to provide space for the posting of official Union meeting notices.

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

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

The Employer recognizes the right of the Union to appoint Store Stewards. The Employer agrees to schedule up to three (3) Store Stewards, based on store size and volume, designated by the Union, a day off, at the employee's daily straight-time rate based on the average daily hours worked in the pay period proceeding, 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.

A Store Steward will be allowed to perform incidental duties for the Union. Such duties may include answering questions about the collective bargaining agreement for and distributing member materials from the Union to other employees at other than work times. Such activities may not include any campaigning of any kind, whether union or political, or adjusting or attempting to adjust grievances or discussing grievances with management. All activities undertaken by a store representative must be on his or her own time, may not disrupt store operations, and may not disrupt store employees in the discharge of their duties.

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

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

**5.11 UNION EMBLEM:** In consideration of the performance of the covenants herein contained the Union agrees to lend Union store cards and/or decals to Employers entitled hereto under the rules governing Union store cards set forth in the constitution of the United Food & Commercial Workers International Union. Employers who are entitled to store cards and/or decals agree to accept and display them in a public space in their stores. It is understood that such Union store cards and/or decals are issued by and remain the property of the United Food & Commercial Workers International Union, and the Employer agrees to surrender said Union store cards and/or decals at the Union's request upon its failure to observe the terms of this Agreement or the conditions under which said store cards and/or decals are issued.

**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.

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

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



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

Employees shall immediately report for work after being excused from jury duty service, provided there is sufficient time remaining on the daily work schedule to work for at least half of the daily shift. Failure to so report shall render null and void any claim for jury service for that day.

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

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

If an employee appears in court on 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.

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

**5.15.1 SICKNESS AND NONINDUSTRIAL INJURIES:** Up to eighteen (18) months after one (1) 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 years' 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.

**5.15.4** 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.

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

**5.15.6** Experienced Senior Clerks are entitled to sabbatical leaves only in increments of one (1), two (2), or a maximum of three (3) consecutive years, under the following conditions:

- (1) Have at least five (5) years of employment;
- (2) Have not been on an active leave for at least six (6) month;
- (3) Are not extending a current approved leave of any kind, and;

- (4) May not work for a competitor while on an approved sabbatical leave.
- (5) The Union agrees employee on sabbatical leave will not be used for the purpose of organizing non-union Raley's stores during the term of this agreement.

Upon the completion of a sabbatical, an employee will not be eligible for another sabbatical until having returned and worked one (1) full year. Requests will be made by the employee, sixty (60) days prior to the start of the sabbatical leave and will be granted in writing by the employer. A notice of less than sixty (60) days may be agreed to by mutual agreement of the employee and the employer. Sabbatical leaves, once granted, may not be rescinded or extended unless agreed to by the Employer, and remain in effect until the expiration of the agreed upon leave. An employee returning from a sabbatical leave will inform their Employer in writing, with a copy to the Union, between sixty (60) and thirty (30) days, in advance of their scheduled return. Failure of the employee to provide such return notification will be deemed as a voluntarily quit. No employee returning from a sabbatical will suffer a loss or gain of seniority, and upon their return will be paid at the hourly rate of pay and entitled to all terms and benefits currently in effect of the classification at the time of their return. Sabbatical leave will be considered a leave of absence and will not result in break in service for neither purposes of pension and healthcare eligibility, nor shall it result in healthcare or pension benefit accrual. Excluded classifications may be eligible for unpaid sabbatical leave by mutual agreement of the employee and employer.

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

## **5.16 FUNERAL LEAVES:**

**5.16.1 PART-TIME FUNERAL LEAVE:** Part-time employees shall be entitled to two (2) days of pay and up to two (2) additional unpaid days for funeral leave. Requests for such paid leave after one week from the date of death will be granted up to sixty (60) days from death, but the request must be in writing.

**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 or service of a member of his or her immediate family, as defined below, the Employer shall pay him or her for eight (8) hours at his or her 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 (1<sup>st</sup>) day of such absence;
- (2) The day of absence(s) is up to three (3) days commencing with the day of such death or the day immediately following the day of such death. Requests for such paid leave after one week from the date of death will be granted up to thirty (30) days, or sixty (60) days due to extenuating circumstances, from death, but the request must be in writing.
- (3) The absence occurs on the day during which the employee would have worked but for the absence.

- (4) The employee, when requested, furnishes proof satisfactory to the Employer of the death, his relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral.

For the purpose of a Subsections 5.15.1 and 5.15.2 above, a member of the immediate family means the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, stepmother, stepfather, stepchildren, grandparents, and grandchildren. In addition to the list above, registered domestic partner shall be included in the definition of immediate family.

**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:**

- (1) The Employer agrees to deduct uniform monthly dues, initiation fees, and assessments, as determined by the Union, and political contributions, on a regular basis from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization for such deductions. Such deductions, when authorized will be transmitted to the office of the Union no later than the fifteenth (15<sup>th</sup>) 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.
- (2) Authorizations for deductions are not to be entirely voluntary upon the part of each such individual employee. Authorizations shall be irrevocable for a period of one (1) year or until the termination of this Agreement, whichever occurs sooner. The authorization shall be automatically renewed or be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement, whichever shall be shorter, unless written notice is given by the employee to the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable Collective Bargaining Agreement.
- (3) 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.

**SECTION 6. HOURS, OVERTIME, AND SUNDAY PREMIUM PAY**

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

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

**6.1 BASIC WORKDAY AND WEEK:** Forty (40) hours, consisting of five (5) days of eight (8) hour each in a calendar week, Sunday through Saturday, shall constitute a week's work as provided in this entire section. In stores operating seven (7) days per week, all current employees as of January 7, 2005, who receive two (2) successive days off will continue to receive two (2) successive days off. Full-time employees will be provided consecutive days off for all locations throughout the Local jurisdiction. Employees shall receive two (2) days off within each calendar week, and the Employer agrees to make every effort to give the employees successive days off, but reserves the right to designate one other day off for each employee in addition to the day when the store is closed. A day's work shall consist of eight (8) hours within nine (9) consecutive hours with one (1) full uninterrupted hour off for a meal. A one-half (½) hour lunch period for a crew, a shift of employees, or an individual employee may be implemented by mutual agreement of the Employer and the employee(s). No employee shall be required or permitted to work a split shift. A workweek consisting of four (4), ten (10) hour days may be implemented by mutual agreement of the parties.

**6.1.2 HOLIDAY WORKWEEK:** Thirty-two (32) hours, consisting of four (4) eight (8) hour days, exclusive of the holiday, shall constitute a week's work in any week in which the holiday falls. Any employee working thirty-two (32) straight-time hours in a holiday week not including holiday work, shall receive not less than forty (40) hours pay. At least two (2) of a full-time employee's days off shall be successive in stores operating six (6) or more days in a holiday week, unless an employee has Saturday and Sunday off prior to the holiday or Saturday and Sunday off following the holiday. Holiday pay for part-time employees shall in all instances be prorated in accordance with Section 10 Holidays, Subsection 10.5 of this Agreement. Part-time employees shall be scheduled to work at least their minimum hours regardless of the hours they are paid for the holiday, with the exception of the weeks when the store is closed for the holiday.

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

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

**6.2.1 (SUSPENDED) ONE AND ONE THIRD (1⅓) TIMES THE STRAIGHT-TIME HOURLY RATE:**

- (1) Work on Sunday, except in excess of eight (8) hours. Courtesy Clerk employees hired after May 11, 2005 will not be eligible for Sunday pay.

**6.2.2 ONE AND ONE-HALF (1½) TIMES 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 (6<sup>th</sup>) day worked in a calendar week.

- (4) Work after the fifth (5<sup>th</sup>) 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) Work after the sixth (6<sup>th</sup>) 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 changed in accordance with this Agreement.
- (6) Work by a full-time employee called in to work on a scheduled day off and given shorter notice than required by this Agreement shall receive a minimum of eight (8) hours' pay on that day; but if such an employee works six (6) days during that calendar week, work on the scheduled day off shall be paid for at the employee's straight-time rate for that day and that on the sixth (6<sup>th</sup>) day worked shall be paid for at the overtime rate.
- (7) Work within ten (10) hours from the time the last shift ended.
- (8) Work where a meal period is not afforded in conformity with Section 7 Work Scheduled and Premium Rates, Subsection 7.5 hereof.

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

- (1) Work in excess of eight (8) hours on the sixth (6<sup>th</sup>) day worked in a calendar week.
- (2) Work 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 on the seventh (7<sup>th</sup>) day in a calendar week.
- (4) Work after five (5) hours on a Sunday until a meal period is taken.
- (5) Work on a Sunday until ten (10) hours between shifts has elapsed.

**6.2.4 TWO AND ONE-QUARTER (2¼) TIMES THE STRAIGHT-TIME HOURLY RATE:**

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

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

- (1) Work by an employee on Sunday when Sunday was a scheduled day off and the employee was given shorter notice than required by this Agreement shall receive a minimum of eight (8) hours pay for that day; but if such employee works six (6) days during that calendar week, work on that Sunday shall be paid at the rate of one and one-half (1½) times the straight-time hourly rate and that on the sixth (6<sup>th</sup>) day worked shall be paid at the applicable overtime rate.

- (2) Work on Sunday which is in excess of six (6) consecutive days by a six-day employee.

- 6.3 CONSECUTIVE DAYS:** It is understood that consecutive days worked are interrupted by a holiday or a scheduled day off and shall be considered to be interrupted when an employee is required to work on a holiday or when, by reason of a bona fide emergency, the 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:** Whenever an employee's scheduled 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 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 SCHEDULE:** The Employer agrees to keep posted, in each store, a weekly schedule, in ink, of the working hours for all employees. Union officials shall be provided an electronic copy of the work schedule when requested. Such request by the Union shall not be unreasonably made or denied. Such schedule shall show the full name of each employee, the classification, total weekly hours scheduled, in seniority order within department, starting time, mealtime, quitting time, and days off. It is further agreed that any change in this schedule must be made and the employee so notified no later than 12 noon on Thursday of the week preceding the week in which the change is to become effective (emergency excepted). Such schedule shall be posted by 12 noon on Wednesday of the week preceding the week in which such schedule is to be effective on the Bulletin Board or at a place where all employees and representatives of the Union may observe same. The assignment of employees to schedules is inconsistent with the terms of Section 4 Seniority, Subsection 4.5 hereof, employees will have until 3 p.m. on Wednesday (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 Seniority, Subsection 4.5 hereof. When a senior employee obtains such a different schedule, then the displaced junior employee shall be assigned the senior employee's previously assigned schedule for the following week.

When operationally feasible the Employer shall post work schedules by 3:00 p.m. at least fourteen (14) days in advance of the date the schedule becomes effective. The Employer will have the flexibility to make changes to the schedule up to one week before it goes into effect.

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

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

Senior Clerks and Multi-Purpose Clerks on a semi-annual basis, may declare their preference not to work on Sunday. Inverse seniority will be used for staffing in the event an insufficient number of employees volunteer.

- 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 one and one-half (1½) times the employee's straight-time hourly 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:** Any employee normally scheduled to work five (5) days who is temporarily rescheduled to work on a holiday shall be permitted to work his normal number of working days that week.
- 7.4 HOLIDAY EVE:** No employees shall be permitted or required to work after 7 p.m. on Christmas Eve except those employees necessary to service the customers in the store at 7 p.m. and to properly close and secure the store. This shall not apply to employees in the Liquor Department where the Liquor Department may be isolated from the Grocery Department. The holiday premium of two (2) times the employee's straight-time hourly rate of pay shall not apply to any hours worked prior to 12:01 a.m. on the holiday.

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

- 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 for work. Any employee who is given a meal period prior to three (3) hours into his shift or works in excess of five (5) hours without a meal period shall receive one and one-half (1½) times the employee's straight-time hourly rate for hours worked between the meal period and the completion of the third (3<sup>rd</sup>) hour or one and one-half (1½) times the employee's straight-time hourly rate for hours worked in excess of five (5) hours until a meal period is given.

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

In the event a Meat Cutter shall work his lunch hour as hereinabove provided and completes the workday, he shall be paid his regular straight-time hourly rate of pay for the ninth (9<sup>th</sup>) hour.

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

In accordance with state law, the Employer may schedule up to a six (6) hour shift without a lunch period. Any scheduled or extended shift that is more than five (5) hours up to and including a six (6) hour shift shall not be subject to the overtime rate and shall include two (2) unscheduled ten (10) minute breaks.

- 7.6 BREAK:** 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.

For all shifts that include a meal period, employees shall be entitled to a ten (10) minute break before the meal period and a ten (10) minute break after the meal period.

- 7.7 DAILY GUARANTEE:** All employees who work forty (40) or more hours in a calendar week, when ordered to and do report for work and remain available for work, shall receive a full day's pay based on the established rate of pay for that day.

All employees who work less than forty (40) hours in a calendar week, when ordered to and do report for work and remain available for work, shall receive at least four (4) hours' pay based on the established rate of pay for that day. Where school law conflicts with the four (4) hour daily guarantee on a school day, such employee shall be scheduled for not less than three (3) hours on such days. It is further agreed that students shall not replace non-student employees. All part-time employees shall be covered by all other provisions of this Agreement.

- 7.8 NIGHT PREMIUM:** Night premiums for all classifications are as set forth in Appendix A Wage Rates, which is incorporated herein as if set forth in full.

- 7.9 PREMIUM DAY:** Employees working any hours on a Sunday or a holiday shall be paid the premium pay as provided for in this Agreement for the hours worked between 12:01 a.m. and 12 midnight on that day.

- 7.10 SEPARATE EMPLOYERS:** Any employee who works for another Employer in the Retail Food or Liquor Industry on his day or days off shall be paid there for a straight-time, overtime, or premium rates calculated as though he had worked that week for a single Employer. It is understood that if the employee is properly shown on the schedule, the overtime rates shall not be in effect until after the Union notifies the Employer that the employee in question is an employee of another Employer in the Industry.

- 7.11 EMPLOYEES ON LAST SHIFT:** Employees on duty at the recognized hour of closing may be required to wait on all customers and perform other duties necessary to closing. Such employees shall be scheduled so that their shifts end at least fifteen (15) minutes after the recognized hour of closing.

## **SECTION 8. WAGES**

- 8.1** Appendix A Wage Rates, which sets forth the job classifications, minimum rates of pay, and other terms, is incorporated herein as if set forth in full. In the even the Federal Wages 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 thereto.



- 8.2 The Employer shall provide wage updates to the Union from payroll quarterly.
- 8.3 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. CLASSIFICATION OF EMPLOYEES

- 9.1 For the purpose of this Agreement, the classification of employees is hereby defined as follows:
- 9.1.1 **MANAGING CLERK:** 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 charged of and general supervision over not more than one (1) store.

In the event the Employer or Supervisor is absent from the store for one (1) 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, HEAD MEAT CUTTER, AND HEAD CLERK:** These are non-supervisory employees who, in addition to their duties of Clerk or Meat Cutter in the course and scope of their employment, perform one (1) or more of the following duties:

9.1.2.1 **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.

9.1.2.2 **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 contract, but shall not be applicable to Produce Managers or Buyers employed under said contract who shall not be reclassified and who shall receive the same wage increases over their present rates of pay as all other employees.

9.1.2.3 **HEAD MEAT CUTTER:** A Head Meat Cutter orders, buys, schedules, and overall supervises all operations of the fresh, frozen meat, fish, and packaged meat-deli sections within the entire Meat Department. A Head Meat Cutter is in charge of all education and training of Apprentice Meat Cutters and Meat Clerks.

Stores shall have one Head Meat Cutter on duty each day whenever fresh meat is available for sale. Only a Journeyman Meat Cutter may perform the duties of a Head Meat Cutter.

9.1.2.4 **HEAD CLERK:**

- (1) 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.

- (2) 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.

In the interpretation of the preceding paragraph, it is agreed that any Clerk who is engaged for four (4) hours or more per day in the Employer's Receiving Department and is in charge of and responsible for the receiving of merchandise shall be classified and paid as a Head Clerk.

- (3) Conducts the operation of the store in the temporary absence of the Supervisory Store Manager, Managing Clerk, Senior Head Clerk, or Owner or is responsible for the opening or closing of a store.
- (4) 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.
- (5) It is understood that the Employer may so arrange the employees' duties and work shifts in order that the number of Head Clerks may be minimized and, further, that the mere occasional or incidental performance of any of the Head Clerk's duties shall not be construed as a basis for classifying any employee as Head Clerk.

It is agreed, however, that in the absence of the Supervisory Store Manager, Managing Clerk, Senior Head Clerk, or Owner, there shall be at least one (1) Head Clerk on the job at all times.

- (6) When a Clerk, who is not normally classified and paid as a Head Clerk on a weekly basis, performs the duties of a Head Clerk on a day in which either the regular Head Clerk, Senior Head Clerk, Supervisory Manager, Managing Clerk, or Owner is absent, he shall receive the Head Clerk's rate of pay for the day.
- (7) **Lead Night Stocker:** In the night stocking crew, a Clerk shall be designated and paid as a Head Clerk to direct the work of the crew.

**9.1.3 SENIOR CLERK:** Senior Clerks will attrition out of the Senior Clerk classification with no further Senior Clerks hired into the classification after July 8, 2022.

**PREVIOUS EXPERIENCE:** If an Experienced Senior Clerk or Experienced Multi-Purpose Clerk has been out of the industry up to give (5) years, he will be allowed to start at least at the Experienced Multi-Purpose Clerk rate of pay.

If a Journeyman Meat Cutter is hired, he or she will be hired at the Journeyman rate of pay.

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

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.

- 9.1.4** On a store-by-store basis, a vacancy created in an existing full-time classified Senior Clerk or Multi-Purpose Clerk position due to a separation of employment, promotion to Head Clerk or above bargaining unit position, or transfer outside of the seniority geographic area will be filled by promoting the most senior Senior Clerk or Multi-Purpose Clerk to full-time status within the employee's assigned store.

Should the most senior Senior Clerk or Multi-Purpose Clerk decline full-time status, the Employer will move to the next most senior Senior Clerk or Multi-Purpose Clerk in the store until the position is filled.

Within thirty (30) days of July 8, 2022, Raley's will promote one (1) most senior Senior Clerk or Multi-Purpose Clerk to full-time status at each store (retail unit only).

Effective April 4, 2024: Raley's will promote one (1) most senior Senior Clerk or Multi-Purpose Clerk to full-time status at each store (retail unit only).

- 9.1.6 COURTESY CLERK:** A Courtesy Clerk is an employee who may not perform the following:

**9.1.6.1 DUTIES:** Courtesy Clerks may not stock, prepare or price merchandise (except carry-backs), operate cash registers, perform normal janitorial work, perform office work, face shelves, or break down loads. This is not intended to significantly change the duties performed by Courtesy Clerks. Courtesy Clerks are allowed to work one (1) hour before the opening of the store and one (1) hour after the closing of the store. Courtesy Clerks may inflate balloons upon customer requests and perform product demonstration.

**9.1.6.2 DAILY GUARANTEE:** 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 into work, they shall be provided with at least two (2) hours' work on weekdays and four (4) hours' work on Saturday, Sunday, or on holidays as set forth in this Agreement.

**9.1.6.3 WEEKLY 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.

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

**9.1.6.5 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 a badge while working shall be considered a violation of these provisions. The Union will submit to the Employer and 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 Employer involved. If the Employer does not furnish the badges, the Union may furnish them.

**9.1.6.6 PENALTY FOR VIOLATION:** The Employer agrees that Courtesy Clerks shall not perform duties other than those listed in this 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 even 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 five hundred dollars (\$500) shall be paid into the UFCW Northern California Employers Pension Trust Fund.

In the event of a third violation within one (1) year from the first infraction by any of the same persons, the person performing the work, 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 one thousand five hundred dollars (\$1500.00) will be paid into the UFCW Northern California Employers Pension Trust Fund.

#### **9.1.7 MEAT CUTTERS:**

**9.1.7.1 Regular full-time Employee:** An employee who has completed the sixty (60) day probationary period and is hired to work at least forth (40) straight-time hours per week in five (5), eight (8) hour days.

**9.1.7.2** Journeymen replacing Head Meat Cutters on their days off shall receive Head Meat Cutter's rate of pay. Only Journeyman shall operate a market as a Head Meat Cutter.

#### **9.1.8 APPRENTICES (MEAT CUTTERS):**

**9.1.8.1** One (1) Apprentice shall be allowed to every four (4) Journeymen or fraction over four (4). Markets employing less than four (4) Journeymen shall be entitled to one (1) Apprentice. A Journeyman Meat Cutter shall continue to be defined as an Apprentice who has completed four thousand one hundred sixty hours (4160) with the understanding that this definition will have no application to the New Hire/Promoted wage progression.

**9.1.8.2** 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.

**9.1.8.3** 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.

**9.1.8.4** 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.

**9.1.8.5** A Joint Advisory Committee consisting of a representative of the State of California, Division of Apprenticeship Standards, and an equal number of representatives appointed by the Food Employers, and an equal number of representatives appointed by each Local Union as follows: 8-Golden State, and Local 5 to represent all segments of the Retail Meat Industry in Northern California, shall be charged with the responsibility of preparing a uniform Northern California-wide program prior to February 1, 1974, to develop procedures, guidelines, and standards to train apprentices in compliance with the California Apprenticeship Law (Shelly-Maloney Act), Title VII of the Civil Rights Act, and any other applicable federal statutes.

The procedures, guidelines, and standards as developed by the Joint Advisory Committee shall be used by Joint Apprenticeship Committees to train Apprentice Meat Cutters working under contracts with Local 5 and 8-Golden State. If the Joint Advisory Committee is unable to reach mutual agreement, matters in dispute shall be referred to the Regional Director, Region 9, Apprenticeship and Training Division, United States Department of Labor, for settlement.

#### **9.1.9 MULTI PURPOSE CLERKS WORKING AS MEAT CLERKS:**

**9.1.9.1** 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.

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

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

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

**9.1.9.3** Meat Clerks desirous of entering the Meat Cutter Apprenticeship Program shall make their desires known to the Company, in writing, and such employees shall receive consideration for such training and, if selected, attend the apprenticeship training program. Said Meat Clerks entering apprenticeship training shall be given a thirty (30) day trial period. To the extent permitted by law, and in compliance with the terms of this Agreement, it is the intent of the parties to see that all minorities are given an opportunity to move into all classifications of work covered by this Agreement. Consistent with this objective, qualified Meat Clerks will be given preference by seniority over other applicants for such work.

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

**9.1.9.4** Meat Clerks may perform Multi Purpose-Clerk's work. Multi Purpose-Clerks may also perform Meat Clerk work.

**9.1.9.5** New employees hired, after July 8, 2022 to do "Meat Clerk" work will be hired into the Multi-Purpose Clerk classification.

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

**9.3 STEP-UP RULES:** The following rules are applicable at stores where Managing Clerks, Senior Head Clerks, Senior Produce Clerks, and Head Clerks are employed.

**9.3.1 MANAGING CLERKS, SENIOR HEAD CLERKS, AND HEAD CLERKS:**

**9.3.1.1** When the Managing Clerk is absent for one (1) shift [eight (8) within nine (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 [forty (40) hours per week] in the store during such hours, he may continue to be paid at his regular Head Clerk's rate.

**9.3.1.2** 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 (forty [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.

**9.3.1.3** On any day when the store is open beyond the regular shifts (eight [8] within nine [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 (forty [40] hours per week) in the store during such hours, he may continue to be paid at his regular Head Clerk's rate.

**9.3.1.4** 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.

### **9.3.2 SENIOR PRODUCE CLERKS:**

**9.3.2.1** 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 duties on said day.

**9.3.2.2** 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.

**9.3.2.3** It is understood by the parties that "small stores" should be exempt from the application of these rules. It should be noted that we have been unsuccessful in an effort to define a "small store". However, through agreement with various Local Unions or otherwise, certain Employers in this category have not been following the step up rules; and they shall continue to be exempt. Certain other Employers in this category have been following step up rules, and they shall continue to adhere to the rules. In the event the Union protests failure to adhere to these rules by Companies who have not been following them, there should be a joint committee established to determine whether or not the Employer falls in the "small store" category. Likewise, for any Employer who has been following the rules, the Employer may protest that application of those rules to its operation and this same joint committee shall endeavor to determine whether the Employer's operation falls in the "small store" category. In the event a Company who has not been following the rules is determined to be ineligible for the "small store" exemption, application of the rules shall be prospective only.

**9.4 DEMONSTRATORS:** 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 Recognition and Contract Coverage, Subsection 1.2 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 Recognition and Contract Coverage, Subsection 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, except Health and Welfare and Pension.

The hourly rate of pay for Demonstrators shall be as follows:

The hourly wage rate for Demonstrators shall be either the California minimum wage rate or the municipal jurisdictional wage rate, whichever applies.

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

- (1) Mileage for the extra travel resulting from such assignment, or established bus or taxi fare if so designated by the Employer, according to the amount provided for under the Internal Revenue Service regulations. Increase in the amount provided for under Internal Revenue Service regulations shall be effective the date such increase is to be effective under the Internal Revenue Service regulations or the week following notification to the Employer by the Union, whichever is later; and
- (2) Reasonable allowance for board and lodging, not to exceed sixty (\$60.00) per day, when required to stay away from home overnight, however, if authorized in advance or if the reservation is made by the Employer, the entire cost for board and lodging shall be paid by the Employer; 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 in order to achieve additional available hours.

**9.6 TRANSPORTATION:** Any employee who is required by the Employer to perform his regular duties in more than one (1) store in any day shall be reimbursed for necessary out-of-pocket and mileage expenses as provided for above. No such transfer shall be made in a manner to interfere with the lunch hour of the employee so transferred, and all time consumed in travel from one store to another shall constitute a part of the regular day's work of the employee.

**9.7 TRANSFER OR REMOVAL OF WORK:** No work now being performed by employees in the unit covered by this Collective Bargaining Agreement shall be transferred or removed from the unit without consultation and negotiation with the Union and unless the transfer



or removal of such work is required for the purpose of promoting improved operating techniques, technological changes, automation, or other factors connected with more efficient operations, as distinguished from reasons connected with securing the performance of such work at lower rates of pay or under less favorable employment conditions.

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

**9.7.1.1** Any employee losing hours of employment by reason of such transfer or removal of work shall either be compensated at his regular rate of pay for such hours or he shall be given other comparable employment by the Employer in the area covered by this Agreement at compensation equal to that received by him prior to the work transfer. If the comparable employment is within the bargaining unit, then he shall retain his seniority and other benefits under this Agreement.

**9.7.1.2** The Employer shall attempt to provide any employee losing his job as a result of any such transfer or removal of work with other comparable employment in the area covered by this Agreement without loss of pay, status, seniority, or other benefits. Any employee not receiving such other employment shall receive one (1) week's severance pay for each year of service with the Employer; provided that, if an employee receives such comparable employment outside the bargaining unit and does not remain in such employment for at least thirty (30) days, he shall receive the full severance pay provided for herein.

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

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

**9.8.1** 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.

**9.8.2** 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 Arbitration 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 Adjustment Board and Arbitration of Disputes hereof.

- 9.8.3** The parties further agree that the arbitrator's decision shall be final and binding, and that there will be no strike, work stoppages, lockout, or economic action of any sort 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.
- 9.8.4** 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 time period, unless such period is extended by mutual written agreement. The decision of the arbitrator or the parties shall be effective on or retroactive to the date such new methods are installed. The cost of the impartial arbitrator shall be borne equally by the parties.
- 9.8.5 SELF-CHECKOUT:** The Employer may have at its discretion a multi-unit self-checkout check stand per store. If the Employer wants to introduce a second multi-unit self-checkout checkstand, the parties agree to negotiate over the effects of the introduction of a second unit per store.

## **SECTION 10. HOLIDAYS**

- 10.1** The following days shall be recognized as paid holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Employee's Birthday, Employee's Anniversary Date of Employment, and a floating holiday. It is understood that the day of observance for Memorial Day shall be the date established by federal statute.

- 10.1.1 NO WORK:** No employee shall be permitted to work on Christmas Day except in resort areas.

- 10.1.2 VIOLATION:** In the event any Employer violates this provision by allowing anyone to work in the store on the holiday(s) set forth in Subsection 10.1.1 above, the union will be allowed to place pickets at the store as soon as possible and to continue their activities for a maximum of three (3) days following each violation.

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

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

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

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

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

**10.1.5 ANNIVERSARY DATE OF EMPLOYMENT AND FLOATING HOLIDAY:** The anniversary date of employment holiday and the floating holiday shall be enjoyed by regular employees in accordance with the observance procedures governing the employee's birthday holiday. Upon entitlement, the floating holiday shall be taken by mutual agreement of the Employer and employee.

**10.1.6** All earned personal holidays not taken within a calendar year will be paid at termination or at the end of each calendar year, whichever occurs first.

**10.1.7** New hires after July 1, 2020 will be provided holidays after passing probation. Anniversary and Birthday holidays will be converted to "floating holidays." All floating holidays will be earned in January of each calendar year. Unused floating holidays in the calendar year (by December 31<sup>st</sup>) will be paid out in January of the following year. Sixty (60) days following ratification, the Employer will reconcile and provide floating holidays, based on the above change, to be used this calendar year.

**10.2 GOOD FRIDAY:** 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 request 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.

**10.3 OTHER HOLIDAY OBSERVANCE:** Where the Employer closes its store to the public on any day of special religious significance or on any legal holiday other than those listed above, it is understood that the Employer shall reschedule its regular full-time employees to work their normal number of working hours that week.

**10.4 HOLIDAY WEEK:** Any employee who has reported for work on his scheduled working day immediately preceding and his scheduled working day immediately following a recognized holiday, except when permission to be absent has been granted by the Employer or when the absence is due to a bona fide illness of the employee, shall receive holiday pay at his regular rate of pay. It is understood that in order to qualify for holiday pay an employee must work at least one (1) workday during the week in which the holiday falls.

**10.5 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.

**10.6 PROBATIONARY EMPLOYEES:** Probationary employees are not entitled to any paid holidays. Entitlement to the birthday holiday shall commence with the employee's first birthday following

completion of twelve (12) months of employment with the Company. An employee hired after May 11, 2005, shall not be entitled to the floating and anniversary date of employment holiday until the completion of three (3) years of employment.

- 10.7** Employees with at least twenty-five (25) years of service with the Employer will receive two (2) additional holidays each year. The first (1<sup>st</sup>) holiday will be earned on May 1 and the second (2<sup>nd</sup>) holiday will be earned on September 1 of each year.
- 10.8 EXTRA WORKERS:** Extra Workers are not entitled to holiday pay; except when an Extra Worker works the four (4) days in the week of a holiday, he shall be paid for the holiday, but in such event, the day of the holiday shall be paid eight (8) hours at the regular scale and not the Extra scale.

## SECTION 11. VACATIONS

- 11.1** All employees who have been in the service of the Employer, for one (1) year, twelve (12) consecutive months, shall be granted a minimum of two (2) weeks' vacation annually with pay, except employees hired after May 11, 2005, who will earn one (1) week of vacation after one (1) year, twelve (12) consecutive months and two (2) weeks of vacation annually after three (3) years of employment. Such employees who have been in the service of the Employer for five (5) years or more shall receive three (3) weeks' vacation annually with pay. Such employees who have been in the service of the Employer for fifteen (15) years or more shall receive four (4) weeks' vacation annually with pay. Such employees who have been in the service of the Employer for twenty (20) years or more shall receive five (5) weeks' vacation annually with pay.

Employees must have one (1) year service prior to taking vacations.

Once per year all full-time employees will be allowed to request two (2) days off at the end of the work week and two (2) days off at the beginning of the following work week, creating a four day weekend.

- 11.2 CONTINUITY:** All loss from employment because of reasonable absence from work through sickness or other emergencies, or temporary layoff, not exceeding thirty (30) calendar days, shall be considered as time worked for the purpose of determining the length of employment.
- 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) week of vacation, four percent (4%) of the employee's earnings for the previous year equals two (2) weeks' vacation pay; six percent (6%) of the employee's earnings for the previous year equals three (3) weeks' vacation pay; eight percent (8%) of the employee's earnings for the previous year equals four (4) weeks' vacation pay; and ten percent (10%) of the employee's earnings for the previous year equals five (5) weeks' vacation pay.

**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 for 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. The parties agree that an employee's vested but unused vacation shall be paid, at time of termination, at a rate of pay based on the calculation in the first paragraph of this Section.

**11.4 VACATION PAY:** The parties agree that they will take the appropriate steps to wind down and terminate the Vacation Fund and that the Employer will continue to recognize and pay all industry earned vacation benefits directly to employees as previously provided for in the Vacation Trust after benefits from the Vacation Fund have been exhausted. All earned and unused vacation shall be paid out on the employee's anniversary date of employment following the year it is earned.

**11.4.1** Employees hired after May 11, 2005, with over ten (10) years of industry time will receive three (3) weeks of vacation after twelve (12) months of employment with the Employer; four (4) weeks of vacation after five (5) years of employment with the Employer and five (5) weeks of vacation after ten (10) years of employment with the Employer.

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

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

**11.6 SCHEDULE:** The Employer agrees to post the available vacation dates for each classification by January 1<sup>st</sup> of each year. If an employee fails to exercise his vacation selection right by February 1<sup>st</sup> 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 1<sup>st</sup> of each year. If an employee fails to select his vacation by March 1<sup>st</sup>, that employee's vacation period will be assigned by the Employer. 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 (1) employee in any one (1) week.

Whenever a holiday falls during a vacation period of an employee, such employee shall receive an additional day's vacation with full day, however, by mutual agreement between the employer and the employee, the employee may be paid out the additional day without an extra day being taken off.

**11.7 SELECTION:** The selection of vacations shall be on a store basis by seniority 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.

- (3) For the selection of vacations, the Head Meat Cutter and Meat Cutter classifications shall be considered as one classification and will be based on geographical area.

- 11.8 PERIOD:** Vacation periods shall be granted between January 1st and 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.

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

After the completion of one (1) year of employment, if the employee is scheduled to take his time off prior to his anniversary date then, in that event, a pro rata payment based upon Company service shall be made at that time; and the additional amount will be paid at the time of his anniversary date.

- 11.9 PRO RATA:** Any employee who is discharged, laid-off, or who resigns after twelve (12) months or more of employment shall receive vacation wages prorated on the basis of the period worked at the time of said interruption or termination of employment.

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

- 11.11 VARIATION:** Notwithstanding the above provisions, employees entitled to three (3), four (4), or five (5) week vacations shall be allowed to take them in one (1) or two (2) periods such as: two (2) two-week periods; two-week and one-week periods; three-week and one-week periods; three-week and two-week periods; four-week and one-week periods; provided such vacation schedule shall be approved by the Employer, the employee involved, and the Union.

Employees who earn two weeks of vacation per year will, at their option, be able to convert one (1) week of vacation into five (5) individual days.

- 11.12 EXTRA WORKERS:** Extra Workers are not entitled to vacation accumulation or credit for any purpose.

## **SECTION 12. HEALTH AND WELFARE AND 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 August 26, 1963, providing for the UFCW Northern California Health and Welfare Trust Fund as the same may be applicable to the Welfare Plan therein provided for, and any amendments thereto. The Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

- 12.2 EMPLOYER CONTRIBUTIONS:** Contributions on the previous month's hours will be increased up to the following rates (December hours payable in January):

01/01/2022	01/01/2023	01/01/2024
\$6.95	\$6.95	\$7.35

Such contributions shall be made on all straight-time hours worked, including Sundays, and/or compensated, such as vacations and holidays. Contributions shall be made on or before the twentieth (20<sup>th</sup>) 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 eight (2,080) straight-time hours in any calendar year.

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

The parties as part of these negotiations agree to direct the Trustees of the Northern California UFCW Benefits Trust Fund and/or LLC Directors to implement the following;

**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 and Welfare Plan, and inasmuch as beneficiaries under the Plan are entitled to benefits for the period of time that they may have worked while covered by the plan even though contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the fund and to the plan which would result from the failure of an individual Employer to pay such monthly contributions in full within the time provided. Therefore, the amount of damage to the fund and Health and Welfare plan resulting from any such failure shall be presumed to be the sum of twenty dollars (\$20.00) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of one hundred dollars (\$100.00) per delinquency, which amount shall become due and payable to the fund as liquidated damages, and not as a penalty, upon the day immediately following the date upon which the contributions became delinquent, and shall be in addition to said delinquent contribution or contributions.

Notwithstanding the above, interest on unpaid contributions will accrue at the rate of ten percent (10%) per annum, commencing with the first (1<sup>st</sup>) 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 twenty percent (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 available through the Trust Fund or Local Union office.

**12.5 ELIGIBILITY:** The bargaining parties direct the Trust Fund Office to work with a member, union or employer representatives' verbal or written request to allow, at the employee's request, the

employer to pay any vacation and/or holiday pay in the employee's bank and make the associated benefit contributions necessary for the employee to be eligible for health and welfare benefits in that month.

**12.6 LEGISLATION:** In the event of legislation providing health and welfare or sick leave benefits, which are also provided for under this Agreement, the 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.

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

**12.8 RETIREE BENEFITS:** The Collective Bargaining parties recognize that retiree health and welfare benefits are not vested benefits. Pursuant to this Agreement, a contributing Employer's sole and only obligation is to contribute, during the term of this Agreement, the specific contributions required under this Agreement. Despite the adoption of a plan of benefits that currently may 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.

The Trustees are authorized and directed to require that retirees contribute seventy dollars (\$70) per month per retiree toward the cost of retiree health care benefits. This provision shall not impact the retirees' cost for the self-pay retiree plan. Any retiree who does not make the required monthly premium shall lose coverage under the plan in accordance with such rules and regulations adopted by the Trustees.

Current retirees in Plan IV will be placed in plan B and treated the same as current Plan B retiree participants.

The Trustees will establish a Retirement Health and Welfare Committee to be effective January 2008 in accordance with the Retirement Health and Welfare Committee Side Letter to this Agreement.

**12.9 BUSINESS EXPENSE:** It is understood that the provision for a Health and Welfare, Dental Vision Care, Drug, and Sick Leave Plan(s) is being entered into and continued upon the condition that all payments shall be deductible in the year in which the contribution is made as a business expense under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar state revenue or tax laws.



## 12.10 SICK LEAVE BENEFITS:

(a) **ACCRUAL:** Employees accrue sick leave monthly as follows:

Less than 64 hours	0 hours
At least 64 hours but less than 120 hours	3 hours
120 hours or more	6 hours

1. An employee may accrue and use accrued paid sick days beginning on the 90<sup>th</sup> day of employment.
2. An employee may request paid sick days in writing or verbally.
3. An employee can take paid leave for employee's own or a family member for the diagnosis, care or treatment of an existing health condition or preventive care or specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.
4. There shall be no reductions in existing sick leave benefits.

(b) **SICK LEAVE USE:** New employees will be eligible to use sick leave once they are eligible for health & welfare benefits.

(c) **SICK LEAVE PAYOUT:**

**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.

**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 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. The Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

13.2 **EMPLOYER CONTRIBUTIONS:** The parties request the Trustees modify the pension rehabilitation plan to require contributions at the rate of \$2.94 per hour for the duration of the agreement.

**[Note: Also in Side Letter regarding contribution amount]** In order to fortify retirement security, the trustees shall evaluate the existing retirement funds and establish a new retiree benefit for participants entitled the Lifetime Income Security Accrual Fund (LISA).

The LISA retirement benefit shall be designed as a variable defined benefit, hybrid pension or other annualized retirement benefit plan with an effective date of January 2, 2024.

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

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 twentieth (20<sup>th</sup>) 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 January 7, 2005, their benefit accrual credits will not begin until they have met the eligibility requirements described below:

**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 Pension Plan which would result from the failure of an individual Employer to pay such monthly contributions in full within the time above provided. Therefore, the amount of damage to the Fund and Pension Plan resulting from any such failure shall be presumed to be the sum of twenty dollars (\$20.00) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of one hundred dollars (\$100.00) per delinquency, which amount shall become due and payable to the Fund as liquidated damages, and not as a penalty, upon the day immediately following the date upon which the contributions became delinquent, and shall be in addition to said delinquent contribution or contributions.

**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.

The full schedule of pension benefits and plan design is contained in the United Food and Commercial Worker and Employer Northern California Joint Pension Trust Fund Summary Plan Description available through the Trust Fund or Local Union office.

- 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 the Pension Fund, provided that the effective date of such alteration, amendment, cancellation, or termination shall not occur prior to the acceptance of this plan.
- 13.7 REGULATIONS:** The Trust and the benefits to be provided from the Pension Trust Fund and all acts pursuant to this Agreement and pursuant to such Trust Agreement and Pension Plan shall conform in all respects to the requirements of the Treasury Department, Internal Revenue Service, and to any other applicable state or federal laws and regulations.
- 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 13.2 of this section.
- 13.10 LEGISLATION:** In the event of legislation requiring the restructuring of any of the essential elements of the Pension Plan, including, but not limited to, the benefit formula, amortization period, actuarial assumptions, vesting, or administration of the benefits, the Trustees are instructed to comply immediately with such legislation in adjusting the elements on a sound actuarial basis with no change in the existing Employer contribution rate.
- 13.11 DEFINED CONTRIBUTION PENSION PLAN:** The Trustees have established a Defined Contribution Pension Plan and Trust effective March 1, 1987, in addition to and supplemental to the Pension Plan described in this section. The Employer shall have no obligation to contribute effective for March 2005 hours (or, if later, the contribution effective date as described in Section 13.2).

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

- 13.12 USE OF CONTRIBUTIONS:** The Employer contributions shall be for the sole purpose of providing the pension benefits and for the administration of said program. The Trustees are not authorized to use any of the contributions or Plan assets for benefit improvements or any other purpose except as specifically provided in this Section.
- 13.13 OPERATIONAL PLAN RULES:** The Trustees are instructed to follow these operational plan rules, and the Plan shall be amended as necessary to implement such rules:

- (1) Where an Employer is contributing at a rate that is less than the maximum allowed contribution level and later increases their contribution rate (but only up to the maximum contribution rate accepted by the Pension Fund), such increase will only increase future benefit accrual rates. Benefits accrued prior to the date that Employer increases their pension contribution rate will not be affected, and will remain at the level bases on the earlier Employer contribution level.
- (2) The Board of Trustees will instruct the co-consultants to look at situations such as, but not limited to, if an Employer attempts to decrease their contribution rate after a period of contribution suspension. Such review and approval shall include a consideration of whether the contribution rate is sufficient to support the benefits promised, as well as any subsidy or equity issues, all as may be identified by the co-consultants to the Fund.

#### **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 Agreements. It is agreed that the portion of these functions determined to be Trust Fund functions, are properly chargeable to the Trust Funds under which said plans are established and maintained. All expenses of the sub-administrative offices shall be paid for by the respective Funds according to the formula established by the parties pursuant to the 1974 Joint Study.

#### **SECTION 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.
- 16.2** **RECORDING OF TIME:** The parties agree to observe the following procedures in enforcing the terms of this Agreement with respect to authorized work and reporting or 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** 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** Upon notification by the Union of a second such violation by the same employee, the Employer shall pay to the Welfare Fund provided for herein an amount equal to the overtime pay due and payable the employee. In such case, the employee involved shall be subject to discharge, retaining, however, his right to appeal any such discharge under the terms of this Agreement.

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

### **SECTION 17. NEW METHODS (MEAT DEPARTMENT)**

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

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

In the event the parties have not arrived at agreement within the above forty-five (45) day period, the Employer may elect to place such changed method of operation, as above defined, into effect, and all unresolved issues in regard to job classifications, wages, working conditions, and/or the disposition of displaced employees shall be submitted to final and binding Arbitration in accordance with Section 18 Adjustment Board and Arbitration of Disputes of this Agreement.

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

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

A committee shall be formed to negotiate a merger of the Valley and the Bay Meat Addendum language.

### **SECTION 18. ADJUSTMENT BOARD AND ARBITRATION OF DISPUTES**

**18.1** Upon the request of either party hereto, a Board of Adjustment shall be created, to be composed of two (2) representatives of each party to this Agreement, for the purpose of passing on all claims, disputes, and grievances arising between the parties during the term of this Agreement over the construction and application of this Agreement or relating to working conditions arising out of this Agreement, when such cannot be settled directly between the Union and the Employer. Said Board shall meet for consideration of any such matter referred to it within seven (7) calendar days

subsequent to a request therefore by either party. For cases other than those which are disciplinary in nature, the convening of the Adjustment Board may be waived. The request of either party to extend the time limit for the convening of the Board of Adjustment due to extenuating circumstances will not be unreasonably denied. If the matter is not adjusted and is impasse, the moving party shall communicate, in writing, to the other party within twenty (20) business days following the meeting of the Board of Adjustment their desire to proceed to Arbitration. Failure of the moving party to comply with the twenty (20) business day time limit herein specified shall be deemed to be a conclusive waiver of the grievance.

**18.1.1** Email is an acceptable method of communication between the parties where written correspondence is required.

**18.2** Disciplinary arbitrations (meaning a matter concerning a suspension, demotion, or termination) will be heard without the use of a court reporter or briefs. The parties will present their evidence and witnesses and argue orally. At the conclusion of the arbitration hearing but before issuance of the bench decision, the Union and the Employer will meet and in good faith attempt to resolve the grievance. If the parties are unable to settle the grievance, the arbitrator will announce his/her decision within fourteen (14) business days and subsequently will reduce his/her decision to writing. The parties may mutually agree to waive or modify any or all of the provisions of this expedited procedure.

**18.3** **INTERPRETATION OR APPLICATION DISPUTES:** For contract interpretation disputes which proceed to Arbitration, the parties will mutually select an impartial arbitrator. If the parties are unable to agree upon the selection of an arbitrator, they shall request a panel of arbitrators from the United States Federal Mediation and Conciliation Service; and they shall select an arbitrator from by the strike-off method.

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

**18.4** 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.

**18.5** All jointly incurred Arbitration expenses shall be borne by the losing party. In the event of a dispute concerning the application of this section, the arbitrator shall be empowered to determine the allocation of expenses.

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

If either party fails or refuses (1) to constitute a Board of Adjustment, as required by Subsection 18.1 above; (2) to observe the time limits provided in Subsection 18.1 above for the consideration of complaints by the Adjustment Board of the submission thereof to Arbitration; or (3) to select an arbitrator within a reasonable time after the Adjustment Board has failed to agree on any question referred to it, then in any such event the other party shall be free to proceed to Arbitration, whether or not the other party chooses to participate; provided, however, that prior written notice of such intent is given to the other party. In any case, where one party proceeds to Arbitration without the participation of the other party, as herein provided, the arbitrator shall be selected by the

participating party from a panel furnished by the United States Federal Mediation and Conciliation Service, any award rendered by an arbitrator so selected shall be final and binding upon both parties.

- 18.6** The arbitrator shall not have the right to alter, amend, delete, or add to any of the terms of this Agreement.
- 18.7** 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.
- 18.8** **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' receipt of written notice from the Union of such claim.

#### **SECTION 19. STRIKE OR LOCKOUT**

- 19.1** During the life of this 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 employee's bargaining representative.
- 19.2** During the life of this Agreement, the Employer agrees not to engage in any lockout.
- 19.3** Refusal of any employee covered by the terms of this Agreement to pass through any picket line which has been sanctioned by the Central Labor Council of proper jurisdiction and/or the United Food & Commercial Workers International Union shall not constitute a violation of this Agreement.

#### **SECTION 20. TERM 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 19, 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 19 Strike or Lockout of this Agreement shall not be binding on either party.

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 the provision or provisions so invalidated.

It is understood and agreed between the parties that all prior Agreements between them are hereby terminated and canceled and that this Agreement supersedes and replaces all such prior Agreements.

This Agreement shall be binding upon the heirs, executors, and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto by their duly constituted representative officers affixed their signatures this 8 day of September, 20 23.

**FOR THE EMPLOYER:**

**RALEY'S SUPERMARKETS**

By Tara Locase  
Date 9/8/23

**FOR THE UNION:**

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

By [Signature]  
Date 9/8/2023



## APPENDIX A – WAGE RATES

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

Where the basis for amounts paid over the wage rates provided in A.5 Wage Rates of this Agreement 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.

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.

- A.2 NIGHT PREMIUM:** All employees shall receive extra compensation in addition to their regular scale herein set forth as follows:

- (1) All employees, except Meat Cutters and Apprentice Meat Cutters, 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., provided that, only designated night stocking employees hired on or after December 17, 2012, will receive the night premium of sixty-five cents (\$.65) per hour. Courtesy Clerks shall not receive night premium.
- (2) Any Meat Cutter or Apprentice Meat Cutter who may be required to work any part of his workday prior to 8 a.m. or after 6 p.m. shall be paid two dollars (\$2.00) in addition to his regular rate of pay.

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

- A.3** 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.

- A.4 WAGES AND BONUSES:** Refer to wage charts contained herein below.

Full-time Experienced and above employees will receive a ratification bonus in the amount of two thousand dollars (\$2000). Part-time Experienced employees and above will receive a ratification bonus of one thousand dollars (\$1000). Employees on a leave of absence are eligible for the bonus upon return from said leave of absence payable within thirty (30) days of return. The bonus shall be paid thirty (30) days following ratification of the agreement to all eligible employees active at the time of payment.

Experienced and above employees includes the Managing Clerk, Senior Head Clerk, Senior Produce Clerk, Experienced Clerk, Head Clerk, Combo Bakery/Deli Manager, Department

Head Clerk, Senior Clerk, Head Meat Cutter, Journeyman Meat Cutter, Pharmacy Technician, Pharmacist, Lead Shopper and Experienced Shopper.

**A.5 BUYOUT:** The Employer has the right, but not the obligation, to offer a “buyout” (voluntary severance) opportunity to employees. The Employer may make such an offer during the term of this Agreement. Should the Employer choose to implement such a program, the Employer shall meet in advance with the Union to negotiate the terms thereof.

**A.6 MINIMUM WAGE/PROGRESSIONS:** If minimum wage laws increase minimum wage above step progression, clerks will be advanced to the next step progression (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 starts with no backfill of skipped hours in step progressions required.

**A.7 WAGES:** See Wage Tables A.7.1, A.7.2, A.7.3, 7.4 and 7.5

**NOTE:** Overtime and Sunday rates of pay are as set forth in Section 6 Hours, Overtime, and Sunday Premium Pay, Subsection 6.2 hereof.

### A.1 - HEAD CLERKS AND ABOVE

<b>CLASSIFICATION</b>	<b>Prior to 7/10/22</b>	<b>Effective 7/10/22 \$1.75</b>	<b>Effective 9/3/23 \$1.50</b>		<b>Effective 12/1/24 \$1.50</b>
<b>Managing Clerks</b>	<b>\$24.67</b>	<b>\$26.42</b>	<b>\$27.92</b>		<b>\$29.42</b>
<b>Senior Head Clerks/Senior Produce Clerks</b>	<b>24.22</b>	<b>25.97</b>	<b>27.47</b>		<b>28.97</b>
			<b>Effective 7/2/23 \$1.50</b>	<b>Effective 7/7/24 \$1.50</b>	
<b>Combo Bakery/Deli Mgr.</b>	<b>20.21</b>	<b>21.96</b>	<b>23.46</b>	<b>24.96</b>	<b>26.46</b>
		<b>Effective 7/10/22 \$1.50</b>	<b>Effective 9/3/2023 \$1.50</b>		
<b>Head Clerks</b>	<b>24.11</b>	<b>25.61</b>	<b>27.11</b>		<b>28.61</b>
		<b>Effective 7/10/22 \$2.14</b>	<b>Effective 7/2/23 \$1.00</b>	<b>Effective 7/7/24 \$1.25</b>	<b>Effective 12/1/24 \$2.00</b>
<b>Department Head Clerk (optional)</b>	<b>19.11</b>	<b>21.25</b>	<b>22.25</b>	<b>23.50</b>	<b>25.50</b>

➤ Floral Team Leads (Department Head Clerk) currently making base rate plus \$1.00 per hour will continue to maintain the \$1.00 differential.

- Senior Assistant Food Service Team Leads (Overscale “Combo Bakery/Deli Manager”) rate will be base rate plus \$1.00 per hour above the Assistant Food Service Team Leads (“Combo Bakery/Deli Manager”).
- Current Senior Assistant Food Service Team Leads making \$21.33 per hour will be paid the combination of hourly increase and bonus [based on hours in the preceding fifty-two (52) weeks for which the employee was compensated] in order to bring them to the applicable hourly rate.
- Team Coordinators (overscale Experienced Clerks) will be paid \$.50 per hour more than the top Experienced Clerk rate of pay.

## A.2 – GRANDFATHERED SENIOR CLERKS

GRANDFATHERED SENIOR CLERKS	Prior to 7/10/22	Effective 7/10/22 \$1.75	Effective 9/3/23 \$1.50	Effective 12/1/24 \$1.00
Experienced	\$23.48	\$25.23	\$26.73	\$27.73
PROGRESSION STEPS				
6 <sup>th</sup> (1040) hours (5201 - 6240)	22.58	22.58	22.58	22.58
5 <sup>th</sup> (1040) hours (4161 - 5200)	21.78	21.78	21.78	21.78
4 <sup>th</sup> (1040) hours (3121 – 4160)	21.08	21.08	21.08	21.08
3 <sup>rd</sup> (1040) hours (2081 - 3120)	20.38	20.38	20.38	20.38
2 <sup>nd</sup> (1040) hours (1041 - 2080)	19.68	19.68	19.68	19.68
1 <sup>st</sup> (1040) hours (0 – 1040)	18.98	18.98	18.98	18.98

- The Senior Clerk classification (Experienced Senior Clerks and Senior Clerks within the Progression Steps) will be grandfathered and transition to the new Multi-Purpose Clerk classification which includes all Senior Clerks, Clerks, and Team Coordinators.
- No new entrants into this classification via promotion, rehire or new hire effective July 8, 2022.
- Previously promoted Senior Clerks shall retain their Senior Clerk wage rate if they step down or are demoted
- Current Senior Clerks in progression steps will continue to accrue hours in the step progressions until reaching the Experienced rate of pay.

### A.3 - MULTI-PURPOSE CLERKS

MULTI-PURPOSE CLERKS	Prior to 7/10/22	NEW MPC PROGRESSION STEPS	Effective 7/10/22 \$2.29	Effective 7/2/23 \$1.00	Effective 7/7/24 \$1.00	Effective 12/1/24 \$2.00	
Clerks hired on or prior to 1/1/07	\$18.71			\$21.00	\$22.00	\$23.00	\$25.00
FORMER CLERK PROGRESSION STEPS				Effective 7/10/22 \$1.79	Effective 7/2/23 \$.50	Effective 7/7/24 \$.50	Effective 12/1/24 \$.50
		8 <sup>th</sup> (1560) 5201 - 6760	12/1/24 - \$21.50 moves to \$22.00, works 1560 hours and advances to \$25.00			22.00	
10 <sup>th</sup> (1040) 9361 - 10400	18.06	- Interim Step - Clerks hired after 1/1/07	20.50	21.00	21.50		
9 <sup>th</sup> (1040) 8321 - 9360	17.51	7 <sup>th</sup> (1040) 4161 - 5200	18.60	18.60	19.10	19.10	
8 <sup>th</sup> (1040) 7281 - 8320	16.96	6 <sup>th</sup> (1040) 3121 - 4160	17.90	17.90	18.40	18.40	
7 <sup>th</sup> (1040) 6241 - 7280	16.51	5 <sup>th</sup> (1040) 2081 - 3120	17.40	17.40	17.90	17.90	
6 <sup>th</sup> (1040) 5201 - 6240	16.25	4 <sup>th</sup> (520) 1561 - 2080	17.00	17.00	17.25	17.25	
5 <sup>th</sup> (1040) 4161 - 5200	16.05	3 <sup>rd</sup> (520) 1041 - 1560	16.75	16.75	16.75	16.75	
4 <sup>th</sup> (1040) 3121 - 4160	15.85	2 <sup>nd</sup> (520) 521 - 1040	16.50	16.50	16.50	16.50	
3 <sup>rd</sup> (1040) 2081 - 3120	15.65	1 <sup>st</sup> (520) 0 - 520	16.00	16.00	16.00		
2 <sup>nd</sup> (1040) 1041 - 2080	15.45						
1 <sup>st</sup> (1040) 0 - 1040	15.25						
Courtesy Clerks	15.20		15.25*	15.70	15.70	15.70	

#### TRANSITION TO MULTI-PURPOSE CLERK

- \* Courtesy Clerk wage rate increases to \$15.70 on 1/1/23.
- Transition current Clerk classification to "Multi-Purpose Clerk" classification and wage progression.
- Clerks will be moved to the rate in the new MPC progression that represents an increase to their current rate of pay (see chart below).
- Clerks will commence accruing hours in the new MPC progression beginning the first Sunday following ratification.
- Effective 12/1/24 1<sup>st</sup> progression step is eliminated and total hours to Experienced rate becomes 6240.

**TRANSITION OF CLERK PROGRESSION STEPS TO MPC PROGRESSION STEPS**

<b>Current Clerk Progressions Transitioning to MPC Progression</b>		<b>Effective 7/10/22</b>	
<b>Experienced</b>	<b>18.71</b>	<b>Move to MPC</b>	<b>20.50</b>
<b>Clerk Step 10</b>	<b>18.06</b>	<b>Move to MPC</b>	<b>20.50</b>
<b>Clerk Step 9</b>	<b>17.51</b>	<b>Move to MPC</b>	<b>18.60</b>
<b>Clerk Step 8</b>	<b>16.96</b>	<b>Move to MPC</b>	<b>17.90</b>
<b>Clerk Step 7</b>	<b>16.51</b>	<b>Move to MPC</b>	<b>17.40</b>
<b>Clerk Step 6</b>	<b>16.25</b>	<b>Move to MPC</b>	<b>17.00</b>
<b>Clerk Step 5</b>	<b>16.05</b>	<b>Move to MPC</b>	<b>16.50</b>
<b>Clerk Step 4</b>	<b>15.85</b>	<b>Move to MPC</b>	<b>16.50</b>
<b>Clerk Step 3</b>	<b>15.65</b>	<b>Move to MPC</b>	<b>16.00</b>
<b>Clerk Step 2</b>	<b>15.45</b>	<b>Move to MPC</b>	<b>16.00</b>
<b>Clerk Step 1</b>	<b>15.25</b>	<b>Move to MPC</b>	<b>16.00</b>

## A.4 - MEATCUTTERS

<b>CLASSIFICATION</b>	<b>Prior to 7/10/22</b>	<b>Effective 7/10/22 \$2.25</b>	<b>Effective 9/3/23 \$1.50</b>	<b>Effective 12/1/24 \$1.00</b>
<b>Head Meat Cutter</b>	<b>\$25.42</b>	<b>\$27.67</b>	<b>\$29.17</b>	<b>\$30.17</b>
	<b>Prior to 7/10/22</b>	<b>Effective 7/10/22 \$1.75</b>	<b>Effective 9/3/23 \$1.50</b>	<b>Effective 12/1/24 \$1.00</b>
<b>Journeyman Meat Cutter</b>	<b>\$23.92</b>	<b>\$25.67</b>	<b>\$27.17</b>	<b>\$28.17</b>
<b>APPRENTICE MEAT CUTTER</b>				
<b>8<sup>th</sup> (1040) 7281 - 8320</b>	<b>20.10</b>	<b>21.00</b>	<b>21.00</b>	<b>22.00</b>
<b>7<sup>th</sup> (1040) 6241 - 7280</b>	<b>19.10</b>	<b>19.50</b>	<b>19.50</b>	<b>21.00</b>
<b>6<sup>th</sup> (1040) 5201 - 6240</b>	<b>18.10</b>	<b>18.50</b>	<b>18.50</b>	<b>19.50</b>
<b>5<sup>th</sup> (1040) 4161 - 5200</b>	<b>17.10</b>	<b>17.50</b>	<b>17.50</b>	<b>18.00</b>
<b>4<sup>th</sup> (1040) 3121 - 4160</b>	<b>16.50</b>	<b>17.00</b>	<b>17.00</b>	<b>17.00</b>
<b>3<sup>rd</sup> (1040) 2081 - 3120</b>	<b>15.50</b>	<b>16.50</b>	<b>16.50</b>	
<b>2<sup>nd</sup> (1040) 1041 - 2080</b>	<b>14.75</b>			
<b>1<sup>st</sup> (1040) 0 - 1040</b>	<b>14.25</b>			

- Extra Worker's pay is two dollars (\$2.00) per hour above the straight-time hourly rate for the appropriate classification
- Effective 7/10/22 progression hours reduced by 2080 with total hours to Experienced rate 6240.
- Effective 12/1/24 progression hours reduced an additional 1040 with total hours to Experienced rate becoming 5200.

**LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS UNION  
LOCAL 5 (UNION)  
AND  
RALEY'S SUPERMARKETS (EMPLOYER)  
ORDER SELECTOR E-COMMERCE**

This Agreement shall apply to Online Order Selector E-Commerce employees except for the following modifications:

**WAGES:** Wages listed below will also be placed in Appendix A of the Collective Bargaining Agreement.

**HEALTH & WELFARE:** No health and welfare contributions shall be required on any Order Selector E-commerce employee during their first twelve (12) months of employment. Order Selector E-commerce employees' health and welfare eligibility shall be at seventy-six (76) hours per month. For the first sixty (60) days of each operation, eligibility shall be at sixty-four (64) hours per month.

**PENSION:** A pension contribution of fifty cents (\$.50) per straight-time hour worked will be made on behalf of eligible Order Selector E-commerce employees for the first thirty-six (36) months of employment and at the full pension rate thereafter or when an individual reaches the Thereafter rate, whichever occurs first.

**WORK FLEXIBILITY:** Order Selector E-commerce employees shall work primarily performing those duties associated with selecting the merchandise ordered on-line. However, in an effort to ensure that Order Selector E-commerce employees receive their minimum daily or weekly guarantee of hours, Order Selector E-commerce employees may also be scheduled or assigned to other work throughout the store. It is understood that the other work shall not include checkstand (cashier) work. It is also understood that an Order Selector E-commerce employee may not be scheduled to work more than twelve (12) hours doing non-online order selection work in any one week.

When an Order Selector E-commerce employee is used to perform (non-checkstand) Clerk work, he or she will be compensated at the appropriate Clerk rate of pay commensurate with his or her experience performing Clerk work but in no event would receive a reduction in pay. Clerk work performed by an Order Selector E-commerce employee shall be tracked by the Company for Clerk progression credit purposes. It is understood that for purposes of this section, that no current Senior Clerk or Clerk shall suffer a reduction in hours as a result of this Letter of Understanding.

**SENIORITY:** Order Selector E-Commerce employees shall have separate seniority and be a separate classification amongst themselves. As such, other store employees may not bump or make claim for such work (unless in the event of a layoff and they have previously served as an

Order Selector-Ecommerce employee and can perform the job without training), nor may an Order Selector-Ecommerce employee bump or make claim for such other store work.

**CONTINUITY:** It is understood that implementation of the E-commerce operation will require on-going modifications to fit individual store and customer needs. In an effort to ensure some stability with respect to personnel, it is understood that an Order Selector E-commerce employee may not be eligible for other store positions until he or she has completed two thousand eighty (2080) hours performing order selection work.

**HOURS:** Part-time Order Selector E-commerce employees shall be scheduled for at least twenty (20) hours per week. During the first sixty (60) days of each operation, Order Selector E-commerce employees shall only be entitled to a weekly guarantee of sixteen (16) hours per week.

**FOR THE EMPLOYER;  
RALEY'S SUPERMARKETS**

By Tara Locaso

Date 9/8/23

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

By [Signature]

Date 9/8/2023



### A.5 – E-COMMERCE CLERKS

CLASSIFICATION	Prior to 7/10/22	<b>NEW PROGRESSION STEPS</b>	Effective 7/10/22 \$1.35	Effective 7/2/23 \$1.50	Effective 7/7/24 \$1.00	Effective 12/1/24 \$0.50	
E-Commerce Lead Shopper	\$16.65		Effective 7/10/22 \$18.00	Effective 7/2/23 \$19.50	Effective 7/7/24 \$20.50	Effective 12/1/24 \$21.00	
Experienced	\$16.40		Effective 7/10/22 \$17.00	Effective 7/2/23 \$18.00	Effective 7/7/24 \$19.00	Effective 12/1/24 \$19.50	
FORMER PROGRESSION STEPS			NEW PROGRESSION STEP WAGE RATES				
6 <sup>th</sup> (1560) 5721 - 7280	16.25		4 <sup>th</sup> 1561 - 2080	16.50	16.50	17.00	17.50
5 <sup>th</sup> (1560) 4161 - 5720	16.05	3 <sup>rd</sup> 1041 - 1560	16.25	16.25	16.25	16.25	
4 <sup>th</sup> (1040) 3121 - 4160	15.85	2 <sup>nd</sup> 521 - 1040	16.00	16.00	16.00	16.00	
3 <sup>rd</sup> (1040) 2081 - 3120	15.65	1 <sup>st</sup> 0 - 520	15.50	15.60	15.60	15.60	
2 <sup>nd</sup> (1040) 1041 - 2080	15.45						
1 <sup>st</sup> (1040) 0 - 1040	15.25						

**Transition to New Progression Steps:**

- \$15.25 transitions to \$15.50
- \$15.45 and \$15.65 transitions to \$16.00
- \$15.85 transitions to \$16.25
- \$16.05 transitions to \$16.50
- \$16.25 transitions to the Experienced wage rate of \$17.00

## EXHIBIT A

### BEEF

#### FOREQUARTER

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

\*\*Not vacuum packed

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

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

#### VEAL, LAMB, AND PORK

Carcasses, primal cuts, and all standard wholesale cuts.

#### HINDQUARTER

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

## **CASE-READY MEAT JOB-PROTECTION ADDENDUM**

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 recognizes the conditional right of the Employer to introduce case-ready meats as provided in Section 20 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 Section 20 of the Agreement, the parties agree as follows:

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 of its intention 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 July 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 2 of the Agreement. The Employer shall have the right to transfer and/or schedule meat cutters by seniority to the extent provided for in the contract in more than one (1) store within the geographical seniority area and/or adjacent geographical seniority area(s) 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 journeyman meat cutter is scheduled to work in each store. Other meat shop manning requirements will be suspended given these job securities in the event the Employer utilizes this Addendum.

The Employer shall continue to have the right to lay off meat employees other than head meat cutters, journeyman meat cutters, or apprentice meat cutters in accordance with the seniority provisions of this Agreement, provided that the layoff of any meat wrapper, butcher block, meat clerk or meat clean up clerk assigned to such classification on or before July 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 such 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, apprentice meat cutter or meat clerk, such affected employee shall be permitted to exercise his 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 in the local union's jurisdiction. Such least senior meat cutter or meat clerk affected by the exercise of the most senior meat cutter's or meat clerk's seniority shall be laid off. This store closure

**Addendum re: Case-ready Meats**  
**Page 2**

exception shall not apply in the event the Employer closes a store and opens a replacement store within thirty days within three square miles of the closed store. It is understood that in applying this Addendum, meat cutters may only displace meat cutters and meat clerks may only displace meat clerks.

**FOR THE EMPLOYER:**

**RALEY'S SUPERMARKETS**

By Tolera Locaso

Date 9/8/23

**FOR THE UNION:**

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

By [Signature]

Date 9/8/2023

**LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS UNION  
UFCW LOCALS 5 AND 8-GOLDEN STATE  
AND  
RALEY'S/BEL-AIR/NOB HILL  
MINIMUM MEAT SALES**

The following is agreed to under a tentative agreement between Raley's, Bel-Air, and Nob Hill and UFCW Local 5 and UFCW 8-Golden State in regards to those contract Meat Department language changes and/or additions: Any and all non-economic proposals are now withdrawn by all parties.

(1) Provide for that Meat Departments doing weekly sales of \$33,500 or less per week shall only be required to have one (1) Meat Cutter on duty. Meat Departments that exceed \$33,500 per week shall continue to abide by the original Meat Cutter on-duty language (includes seafood sales).

(2) UFCW Local 5 and UFCW 8-Golden State agrees to the company's proposal dated March 8, 2012: "1.4.4, no restrictions to stocking of the deli wall."

(3) UFCW 8-Golden State agrees to the same language as UFCW Local 5 pertaining to Clerk work regarding cleanup (UFCW 5 - 9.1.9.2 and UFCW 8 - 9.1.9.2). Meat Clerks may do all types of cleaning, including heavy cleaning and breaking down meat loads. Only Meat Cutters shall disassemble and assemble equipment.

(4) In addition to the \$33,500, the measuring period shall be every four (4) weeks with notification to all Local Unions.

(5) In those stores doing \$33,500 or less, a Meat Clerk may grind for production only if there is no Meat Cutter on duty (Meat Cutter has gone home for the day).

**FOR THE EMPLOYER:**

**RALEY'S SUPERMARKETS**

By Tara Locaso  
Date 9/8/23

**FOR THE UNION:**

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

By [Signature]  
Date 9/8/2023

**UNITED FOOD & COMMERCIAL  
WORKERS UNION 8-GOLDEN STATE**

By \_\_\_\_\_  
Date \_\_\_\_\_

**LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS UNION  
UFCW LOCAL 5  
AND  
RALEY'S  
FOOD DIVISION  
ALERNATIVE DISPUTE RESOLUTION**

Consistent with California state law, the bargaining parties agree they will meet to discuss changes to the manner in which Workers' Compensation Benefits are provided to the bargaining unit employees. These changes may include the adoption by separate agreement of an Alternative Dispute Resolution system to resolve claims in a fair and expeditious manner. Also, the parties will investigate the benefit of providing workers compensation benefits through established, or newly created, Taft-Hartley funds.

**FOR THE EMPLOYER:**

**RALEY'S**

By Tara Locaso

Date 9/8/23

**FOR THE UNION:**

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

By [Signature]

Date 9/8/2023

**LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 5  
AND  
RALEY'S SUPERMARKETS  
EMPLOYEE DISCOUNT**

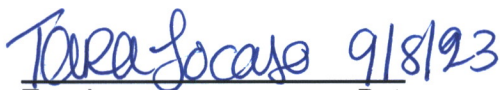
This Agreement is entered into by and between United Food and Commercial Workers Local 5, hereinafter referred to as the Union, and Raley's, hereinafter referred to as the Employer.

The following understanding will apply to the current Collective Bargaining Agreement effective October 12, 2014 through October 13, 2018:

The Employer agrees that if it discontinues or changes the current employee store discount program, it will do so company-wide.

**FOR THE EMPLOYER;**

**RALEY'S SUPERMARKETS**

  
\_\_\_\_\_  
Tara Locaso                      Date

**FOR THE UNION;**

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

  
\_\_\_\_\_  
John Nunes                      Date

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**UNITED FOOD & COMMERCIAL WORKERS UNION**  
**UFCW LOCAL 5**  
**AND**  
**RALEY'S**  
**FOOD DIVISION**

The following are letters of understanding between the parties resulting from the October 12, 2014 through October 3, 2018 Agreement:

**SABBATICALS:** The Union agrees employees on sabbatical leave will not be used for the purpose of organizing non-union Raley's stores during the term of this agreement.

**FOR THE EMPLOYER:**

**RALEY'S/BEL AIR SUPERMARKETS/NOB HILL**

By Tara Locaso

Date 9/8/23

**FOR THE UNIONS:**

**UFCW LOCAL 5**

By [Signature]

Date 9/8/2023



**LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS UNION  
UFCW LOCALS 5 AND 8-GOLDEN STATE  
AND  
RALEY'S/BEL-AIR/NOB HILL  
LEASED DEPARTMENTS**

It is further understood the parties have a mutual interest in increasing Employer store traffic and sales volume which will preserve work for unit employees.

It is understood that although the Employer may lease store space to a franchisee or other independent operator per Section 1.2, it does not retain any right of control over the employees of the sublease. Notwithstanding this circumstance, the Employer will use its best efforts in negotiating subleases that contain minimum standards such as wages and other fringe benefits that are customary for similarly situated employees in such operations.

**FOR THE EMPLOYER:**

**RALEY'S/BEL AIR SUPERMARKETS/NOB HILL,**

By Tara Socaso

Date 9/8/23

**FOR THE UNIONS:**

**UFCW LOCAL 5,**

By [Signature]

Date 9/8/2023

**LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS UNION  
UFCW LOCALS 5 AND 8-GOLDEN STATE  
AND  
RALEY'S  
FOOD DIVISION**

**THIS AGREEMENT** is entered into by and between **UNITED FOOD & COMMERCIAL WORKERS UNION 8-GOLDEN STATE, LOCAL 5, AND LOCAL 101**, hereinafter referred to as the Union, and **RALEY'S**, hereinafter referred to as the Employer.

The following changes will apply to the current Collective Bargaining Agreement which is effective October 7, 2007, through October 8, 2011:

The parties agree that during the merging of the Meat and Retail Agreements that there may have been inadvertent omissions, deletions or other unintended consequences as a result of the merger. The parties agree to meet and attempt to resolve any such issues.

**FOR THE EMPLOYEE;**

**RALEY'S SUPERMARKET,S**

By Tara Locaso  
Date 9/8/23

**FOR THE UNION;**

**UNITED FOOD & COMMERCIAL WORKERS  
UNION 8-GOLDEN STATE,**

By Jh  
Date 9/8/2023

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

By \_\_\_\_\_  
Date \_\_\_\_\_

**FOR THE UNION AND COMMERCIAL WORKERS  
LOCAL 101,**

By \_\_\_\_\_  
Date \_\_\_\_\_

**LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS UNION  
UFCW LOCAL 5  
AND  
RALEY'S SUPERMARKETS  
  
CALIFORNIA SICK LEAVE**

The parties agree that the sick leave provisions in Paragraph 14 of the Memorandum of Agreement will be implemented and administered in a manner to assure the employer is in compliance with all state law provisions. Further, is the parties' intent to overlay the new state law sick leave requirements that became effective July 1, 2015 on the existing funded sick leave plan with the intent to only increase the existing plan to meet or match the minimum requirements required under said law.

**FOR THE EMPLOYER;**

**RALEY'S SUPERMARKETS,**

By TARA LOCAYO

Date 9/8/23

**FOR THE UNION;**

**UFCW LOCAL 5,**

By [Signature]

Date 9/8/2023

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RALEY'S  
AND  
UFCW LOCAL 5**

No wage classification above Courtesy Clerk shall be less than twenty (\$.25) per hour above the then current California State minimum wage [twenty cents (\$.20) for Courtesy Clerks]. Step progression steps may be modified to correspond to this language (CA minimum wage + .25). In addition, each rate in the progression may be modified to be at least \$.20 per hour higher than the previous rate in the progression schedule.

**FOR THE EMPLOYER:  
RALEYS SUPERMARKETS,**

By Tara Locaso  
Date 9/8/23

**FOR THE UNION:  
UNITED FOOD & COMMERCIAL  
WORKERS LOCAL 5**

By [Signature]  
Date 9/8/2023

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**RALEY'S**  
**AND**  
**UFCW LOCAL 5**  
**TOTAL TRUST BENEFIT PURCHASING COALITION**

Rather than negotiating contracts, and their associated terms and fees, with various Trust service providers as a single Trust Fund, the bargaining parties believe negotiating together and joining forces with other Taft-Hartley Trust Funds could give us greater bargaining leverage with these service providers. Therefore, the Trustees are directed by the bargaining parties to create and participate in alliances with other Taft-Hartley H&W and Pension Trust Funds with the intent to form purchasing alliances for leveraging economies of scale in bargaining with service providers, i.e., pharmacy benefit managers, health services, financial services, administrative services, etc.

Accordingly, the Total Trust Benefits Purchasing Coalition was created and is open to any interested multi-employer, self-funded Taft-Hartley trust fund.

1) Each member trust shall operate autonomously. The member trust will have the opportunity to participate in all RFP's and other purchasing arrangements that benefit from the economy of scale by a large group of purchasers.

(a) For example, the Coalition members can collectively seek an RFP for a PBM, with the understanding each member in the Coalition will have the option of utilizing the best offer, but no member trust would be obligated to do so.

(b) Providers will be asked to detail RFPs with pricing options for different sized-groupings, including a joint proposal with pricing if all Coalition members participate, of which each member trust would benefit from quantity discounts. Each member trust will have individual agreements with each provider.

(c) Each member trust's participant base will be represented as potential participatory group in any given service being considered.

(d) Each RFP will be initiated on a rotating basis, determined by the skill and expertise available in the Coalition's various member trusts.

2) The members of the Coalition will meet as needed, but at least twice per year, at rotating locations among the member trusts' various offices. In addition, each member of the Coalition will advise the other members when they are considering doing an RFP for any services, in order to give other Funds the opportunity to participate in that RFP.

3) Each member of the Coalition shall have the right to designate at least one individual to participate in all Coalition meetings.

**FOR THE EMPLOYER:**

**RALEYS SUPERMARKETS,**

By Tara Toraso

Date 9/8/23

**FOR THE UNION:**

**UNITED FOOD & COMMERCIAL WORKERS  
LOCAL 5,**

By [Signature]

Date 9/8/2023

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RALEY'S SUPERMARKETS  
AND  
UFCW LOCAL 5**

In lieu of the Individual Account Plan contribution, the Employer agrees to instead provide an additional \$.20 wage increase to the following rates, effective 1/3/2021:

- Managing Clerks
- Sr. Head Clerks
- Sr. Produce Clerks
- Head Clerks
- Combo Bakery/Deli Managers (Food Service Team Leaders)
- Department Head Clerks
- Senior Clerks (Experienced)
- Clerks (Experienced)
- Head Meat Cutters
- Journeyman Meat Cutters
- Lead Shoppers
- E-Cart Clerks (Experienced)

**FOR THE EMPLOYER:  
RALEYS SUPERMARKETS,**

By Tara Locaso

Date 9/18/23

**FOR THE UNION:  
UNITED FOOD & COMMERCIAL WORKERS LOCAL 5,**

By [Signature]

Date 9/18/2023

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RALEY'S SUPERMARKETS  
AND  
UFCW LOCAL 5**

ESTABLISHMENT OF LIFETIME INCOME SECURITY ACCRUAL FUND instructs the Trustees to establish a Total Trust Lifetime Income Security Fund (LISA).

The retirement benefit provided under LISA shall be designed as a variable defined benefit or other annuitized retirement benefit plan.

Minimum contributions in the amount of forty-five cents (\$0.45) per hour shall be made to the LISA on behalf of all employer's participants for all hours worked effective August 1, 2024.

**FOR THE EMPLOYER:**

**RALEYS SUPERMARKETS,**

By Tara Locaso  
Date 9/18/23

**FOR THE UNION:**

**UFCW LOCAL 5**

By [Signature]  
Date 9/18/2023

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RALEY'S SUPERMARKETS  
AND  
UFCW LOCAL 5**

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

**FOR THE EMPLOYER:  
RALEYS SUPERMARKETS,**

By Tara Locaso  
Date 9/8/23

**FOR THE UNION:  
UFCW LOCAL 5**

By [Signature]  
Date 9/8/2023



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RALEY'S SUPERMARKETS  
AND  
UFCW LOCAL 5**

The parties agree to advance Maria Aguilar to the experienced rate of \$21.00 the Sunday following ratification. Ms. Aguilar will then continue to receive wage increases as outlines in the Experience Multi-Purpose (MPC) Wage Progression.

**FOR THE EMPLOYER:  
RALEYS SUPERMARKETS,**

By Tara Locaso  
Date 9/8/23

**FOR THE UNION:  
UFCW LOCAL 5**


By [Signature]  
Date 9/8/2023

**Side Letter Between  
UFCW Local 1179  
And Raley's**

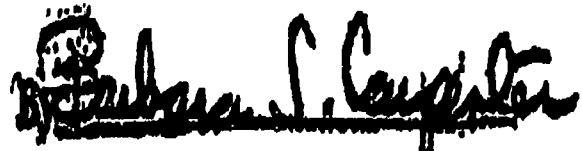
**Holiday Opening**

**If UFCW Local 1179 reaches an agreement that allows another major retail food Employer the option of opening on a day that Raley's is currently prohibited from opening, Raley's will be allowed to incorporate the language into its current settlement agreement.**

**FOR THE EMPLOYER:  
RALEY'S**

By   
5/16/05

**FOR THE UNION:  
UNITED FOOD AND COMMERCIAL  
WORKERS UNION  
LOCAL 1179**

  
5/16/05

## LETTER OF UNDERSTANDING

### SHIFT SELECTION

Food Employers Council, Inc. on behalf of its member Employers, and UFCW Locals 115, 588, 838, 916, 1288 and 1532 agree that the correct interpretation and application of Shift Selection, Section VI, is that set forth at the first full paragraph on Page 9 and the paragraph which begins on Page 11 and continues 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  
FOOD EMPLOYERS COUNCIL, INC.

/s/ THORNTON C BUNCH  
UFCW – UNION LOCAL 115

/s/ JACK L. LOVEALL  
UFCW – UNION LOCAL 588

/s/ BILL AMOS  
UFCW – UNION LOCAL 839

/s/ FRANK O. NETH  
UFCW – UNION LOCAL 916

/s/ GREGORY DON HUNSUCKER  
UFCW – UNION LOCAL 1532

DATED: 3/21/86

**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

**(END OF PAGE 11 as typed)**

**(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**