



**COLLECTIVE BARGAINING
AGREEMENT**

WITH

Foods Co.®

September 3, 2023 – September 1, 2027

TABLE OF CONTENTS

SECTION	TITLE	PAGE
SECTION 1:	RECOGNITION AND CONTRACT COVERAGE	2
SECTION 2:	MANAGEMENT RIGHTS	4
SECTION 3:	EMPLOYMENT AND UNION MEMBERSHIP	4
SECTION 4:	CLASSIFICATION OF EMPLOYEES	6
SECTION 5:	SENIORITY	7
SECTION 6:	WORK PERFORMANCE AND DISCIPLINE	8
SECTION 7:	GRIEVANCE PROCEDURES	9
SECTION 8:	HOURS AND PREMIUMS	11
SECTION 9:	LEAVES OF ABSENCE	13
SECTION 10:	HOLIDAYS	14
SECTION 11:	VACATIONS	15
SECTION 12:	HEALTH AND WELFARE AND SICK LEAVE PLAN	16
SECTION 13:	RETIREMENT PLAN	17
SECTION 14:	STRIKES AND LOCKOUTS	18
SECTION 15:	RATES OF PAY	19
SECTION 16:	STORE VISITS/STORE REPRESENTATIVES	19
SECTION 17:	SEVERABILITY	19
SECTION 18:	NO REOPENING DURING CONTRACT TERM	19
SECTION 19:	CONTRACT TERM	20
APPENDIX A	FULL-TIME RATIO	21
APPENDIX B	WAGE RATES ALL-PURPOSE CLERKS/MEAT CUTTERS	22
APPENDIX C	"REASONABLE SUSPICION"	24
=====	SIDE LETTERS	28-39

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 5

FOODS CO AGREEMENT

September 3, 2023 – September 1, 2027

PREAMBLE

This Agreement, by and between Ralphs Grocery Company dba Foods Co (hereinafter called "Employer") and the United Food and Commercial Workers Union Local 5, (hereinafter called "Union"), sets forth the wages, hours and working conditions applicable for the duration of this Agreement. This document reflects the mutual intent of the parties to advance improved labor/management relations. To this end, the parties mutually agree and promise to promote the efficient operation of the Employer's business and to provide for the orderly settlement of any disputes that may arise between them regarding the interpretation or application of this document.

SECTION 1: RECOGNITION AND CONTRACT COVERAGE

- 1.A** The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all full-time and regular part-time employees working in the Employer's retail food stores within its geographical jurisdiction, excluding the Store Manager, the Grocery Manager, the Assistant Grocery Manager, the Meat Manager, the Produce Manager, the Front-End Manager, the Customer Service Manager, the Bakery/Deli Manager, clerical employees, security personnel and supervisors as defined in the Labor/Management Relations Act.
- 1.B** New locations in the above geographical area will be included in the unit if, after a forty-five (45) day period following store opening for business, the Local Union is able to confirm its majority status by a showing of cards with confirmed signatures of over fifty percent (50%) of the employees in the bargaining unit indicating their desire to grant the Union exclusive bargaining rights. The parties will utilize the services of an impartial party to authenticate the Union's claim to majority status.

Any new location where (50%) of the employees in the bargaining unit have granted the Union exclusive bargaining rights will become subject to all terms and conditions of the Agreement, except that the bargaining unit of such new location will remain a separate bargaining unit as defined by federal labor relations laws.

Employer shall neither express or imply an opinion about unions in general or about whether employees should or should not authorize the Union to be their collective bargaining representative, and shall maintain strict neutrality at all times with respect to an organizing campaign or to any decision by the Employer's employees whether to join or to be represented by any labor organization, and shall take no action that opposes or obstructs a union organizing campaign. The Union will likewise not criticize nor make any derogatory claims directed towards the Employer during any such organizing campaign under the aforementioned conditions.

Employer shall allow employees of the Facility to have reasonable access during non-working time to the facilities and information made available by the Union within non-

working areas of the store. The Union will have access to non-working areas of the facility for the purposes of discussing the benefits of Union participation.

1.C GENDER:

Whenever the word "Employee" is used in this Agreement, it designates only such employees as are covered in this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

1.D UNIT WORK:

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

1. Work performed by those persons excluded from the unit pursuant to Section 1.A above;
2. In the event the Employer establishes a new department or creates new work in stores covered by this Agreement, the Employer will meet and discuss with the Union whether such work should be included in the bargaining unit. If it is determined that such new work should be included, the parties shall meet to determine the appropriate pay;
3. New locations for a 15-day period following the certification of recognition;
4. It is recognized that outside service merchandisers, service drivers, driver salesmen and rack-jobbers shall not be restricted from handling their own product, in accordance with past or present Employer practice. Demonstration work may be assigned to employees or be subcontracted to firms where standards are in place that are consistent with the terms of this Agreement.
5. The care of the sales floor, except routine sweeping, may be assigned to employees or subcontracted to firms not covered by this Agreement at the discretion of the Employer. Store maintenance work other than the above is to be assigned to employees covered by this Agreement. No employee currently employed as a janitor by the Employer will suffer a reduction in hours as a direct result of the Employer subcontracting for maintenance of the floor as permitted in this subparagraph 5.

1.E. LOCAL 5 GEOGRAPHICAL JURISDICITON:

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.

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.

SECTION 2: MANAGEMENT RIGHTS

The management of the business, in all its phases and details, shall be vested exclusively in the Employer, except in a way that is specifically prohibited by the provisions of this Agreement.

SECTION 3: EMPLOYMENT AND UNION MEMBERSHIP

- 3.A** On and after thirty (30) days of employment, or the date of execution of this Agreement, whichever is later, each employee shall become and remain a member of the Union as a condition of employment; provided, however, that the Employer shall not be obligated to discharge any employee in violation of the National Labor Relations Act, as amended. Upon written notification from the Union that an employee has failed to make timely tender to the Union of initiation fees and/or periodic dues, the Employer agrees to terminate said employee on the eighth (8th) day from such notice unless the Union notifies the Employer in writing that the employee has complied with the provisions herein.

If the Union discovers within thirty (30) days after the discharge of an employee that the discharge was in error, the Union shall so advise the Employer, provide the Employer with bona fide evidence that the termination demand was improper and the Employer shall then reinstate the employee with full seniority on the first weekly schedule posted by the Employer after being so notified by the Union in writing.

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.

3.B In recruiting persons for employment at Company locations, the Employer agrees to give due consideration to persons referred directly by the Local Union. The Employer has the final decision in choosing between qualified applicants.

3.C NO DISCRIMINATION:

Neither the Employer nor the Union shall discriminate against any person in regard to hire, tenure of employment, or job status because of race, creed, religion, sexual orientation, color or national origin, nor shall age, physical handicap unrelated to the job duties, veteran status or sex, under any circumstances, be a basis for rejection or termination of an otherwise qualified employee or applicant for employment.

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

3.E DUES CHECKOFF:

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

3.F NEW EMPLOYEES:

The provisions of this Agreement shall apply to the employment of any person covered by this Agreement while such person is not a member of the Union.

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

3.G Employees, who are transferred into a new store, shall continue to have contributions to the Trust Fund made on their behalf.

3.H VOLUNTARY AGREEMENTS:

The Union agrees to allow new employees to enter into separate voluntary agreements providing for arbitration of statutory discrimination claims and remedies not covered by the collective bargaining agreement under current case law.

3.I UNION PRINCIPLES:

The Employer shall not discharge or discriminate against any employee for upholding Union principles, for serving on a committee of the Union or any organization affiliated therewith, or for refusing to purchase stocks, bonds, securities, or any interest in the Employer's business should the Employer be operating as an individual, firm, company, partnership, joint stock company or corporation.

SECTION 4: CLASSIFICATION OF EMPLOYEES

4.A EMPLOYEE CLASSIFICATIONS:

- 1. All-Purpose Clerk:** May perform any job duties within the bargaining unit excluding Meat Cutter. Employees within this classification may perform duties in any of the six (6) classifications: Clerks, Bakery, Deli, Meat Clerks, Custodians and Bookkeepers. Notwithstanding the above, these classifications will remain separate for seniority purposes.
- 2. Experienced Afternoon Supervisor:** Conducts the operation of the store in the temporary absence of the Store Manager or other exempt store management personnel and is assigned to temporarily perform those duties. Experienced Afternoon Supervisors may not perform Meat Cutter duties.
- 3. Night Crew Chief:** Directs the supervision of the stocking crew employees. May not perform Meat Cutter duties.
- 4. Produce Department 2nd Person:** The Produce Department 2nd Person is assigned to supervise the produce department in the temporary absence of the Produce Department Manager. Produce Department 2nd Persons may not perform Meat Cutter duties.
- 5. Meat Cutter Department 2nd Person:** The Meat Department 2nd Person is assigned to supervise the meat department in the temporary absence of the Meat Department Manager. There shall be a Meat Department 2nd Person assigned to supervise the meat department when the Meat Department Manager is absent for the entire shift. Meat Cutter 2nd Persons may only perform work in the meat department.
- 7. Clerks Helpers:** May not stock or price merchandise except carrybacks, operate cash registers, perform normal janitorial work; perform office work, face shelves, or break down-loads.

In clarification of the above, the parties acknowledge a Clerk's Helper may wrap spoils for the Product Recovery Center

A Clerk's Helper may work in a higher classification and get paid the higher rate for time spent in the classification. All time worked in the higher classification will be credited in that classification toward promotion. The Employer will not utilize stepped-up Clerk's Helpers while employees in that store are reduced in hours due to lay off. The maximum number of hours in any one (1) week, in any one (1) store, that Clerks Helpers may work in a higher classification shall not exceed twenty percent (20%) of the total number of hours scheduled in the Clerk's Helper classification that week and shall be included on the posted weekly schedule except in cases of bona fide unforeseen and unexpected emergencies (ie. Call outs for illness or injury).

SECTION 5: SENIORITY

- 5.A** Seniority shall apply by classification and will be based on original date of hire (or date of reemployment in the event of a break in service) in the bargaining unit covered by this Agreement. For persons employed on the same date, the highest of the last four Social Security digits will decide the priority. Seniority rights will not commence until after an employee has completed a probationary period of sixty (60) calendar days, after which time he/she will become a regular employee of Foods Co.

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

5.B APPLICATION:

- 1.** Layoff and Recall - Seniority will prevail in the selection of employees who must be subject to layoff and will be eligible for recall and in the selection of vacations, as set forth in Section 10 herein.
- 2. Promotions** - In the filling of promotional vacancies, seniority will also prevail, provided the employee has the qualifications necessary to do the job. Qualifications shall include such factors as experience, job performance, aptitude, attendance, etc. Where merit and ability are approximately equal, seniority shall control.

Job openings for positions above clerks helpers shall be posted in the Employer's store or stores within the geographical seniority area of the Local Union for the period of five (5) calendar days; and selections will be made in accordance with the preceding paragraph.

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

Clerk's Helpers selected for a promotion shall be afforded the opportunity to complete all training modules and have the promotion finalized no later than 30 days after selection for the promotion.

3. **Scheduling** - Length of service will be taken into consideration in scheduling part-time employees, with the most senior employees assigned to schedules with the most hours, so long as the efficiency of the business is not impaired.

Each quarter, full-time employees may give indication of their desire for schedule changes, after which seniority, by classification, will be taken into consideration when making schedule assignments, so long as the operation is not impaired.

- 5.C When an employee is transferred by the Employer from another area, the transferred employee shall retain all seniority rights, 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. If an employee transfers out of the Union's geographical jurisdiction and returns within six (6) months, the employee shall retain all seniority rights with respect to layoff, recall, and promotion in the area from which he was transferred.

5.D MEAT APPRENTICESHIP PROGRAM:

A joint committee of representatives from the Employer and the Union will develop the procedures, guidelines, and standards for a meat apprenticeship program. On-the-job training of apprentices shall be in accordance with the California Apprenticeship Law (Shelly-Maloney Apprentice Labor Standards Act of 1939) as set forth in the California Labor Code.

SECTION 6: WORK PERFORMANCE AND DISCIPLINE

In the event an employee's performance, conduct or attitude does not meet Foods Co standards or an employee violates Foods Co Policies and Procedures, the Company will take disciplinary steps as may be appropriate. The Company agrees to use progressive discipline.

6.A COUNSELING:

Supervisors will attempt to correct certain employee deficiencies by verbally counseling the employee on steps which they must take to correct such deficiencies.

6.B WRITTEN WARNINGS:

The objective of the written warning is to serve formal notice to the employee that certain deficiencies in work performance and/or non-compliance with certain Company policies require immediate correction. Copies of written warnings will be filed in the employee's personnel file and will be sent to the Union. Notices and warnings shall become null and void after six (6) months from the date of issue.

6.C SUSPENSION:

Time off without pay may be directed to call an employee's attention to a deficiency. A written warning will be issued indicating the reason for suspension and the number of days the employee is suspended.

6.D TERMINATIONS:

Employees who fail to respond to the progressive steps of discipline, or who are involved in circumstances of such seriousness that warnings are not appropriate, will be terminated immediately for just cause.

6.E The Employer also retains the right to suspend and discharge any employee for violating the Employer's reasonable rules, which must be provided to each employee and the Union. The Employer may discharge or suspend an employee for just cause, and just cause shall include but not be limited to dishonesty, theft or use of or being under the influence of alcohol or unlawful narcotics while at work or on the premises. The Employer retains the right to conduct testing for alcohol and narcotics use if probable cause exists to believe that an employee is under the influence of such substance during working hours. In order to establish a policy and procedure on the implementation of drug testing, a joint committee will be established to develop said procedures.

If the joint committee reaches impasse on the development of said procedures that impasse will be submitted to "the three (3) panel list" for final and binding decision pursuant to Section 6.D herein. The arbitrator shall formulate the procedure accepting either party's final position at impasse or any combination of those positions. No procedure shall be implemented prior to the arbitrator's decision.

SECTION 7: GRIEVANCE PROCEDURES

7.A GRIEVANCE:

If an employee feels he has been unjustly suspended or terminated, or feels he has received unjust treatment regarding the terms and conditions of employment as set forth herein, he is encouraged to file a grievance with the Store Director or the Union. This procedure is the exclusive remedy for any claim arising out of, or concerning, the employee's employment or termination, and must be filed with the Employer in writing within ten (10) business days of the incident giving rise to the grievance.

7.B INFORMAL RESOLUTION:

An employee may contact the Department Manager in an attempt to resolve the problem informally, requesting the assistance of his Union Representative if he so desires. If, after discussing the grievance with the Department Manager, the grievance is not resolved to the satisfaction of the employee, he may then discuss the grievance with the Store Director, notifying the Union if he so desires.

7.C FORMAL PROCEDURES:

Step 1: Submit the grievance in writing within ten (10) business days as set forth above to the Store Director or the Union. A copy of the grievance must be furnished to the Union.

A meeting either in person or telephonically of the Store Director, the employee, and his Union Representative will be arranged in an attempt to resolve the grievance.

Step 2: If the above procedure does not result in resolution of the grievance, the grievance will be referred to the next scheduled Adjustment Board pursuant to the provisions of Section 7.D below. If not so referred, the grievance will be considered withdrawn.

7.D ADJUSTMENT BOARD:

The parties will refer in writing all grievances, both disciplinary (a disciplinary grievance is defined as a dispute regarding a suspension, demotion, or termination), and non-disciplinary, to the next scheduled Union-Employer Adjustment Board that will define the issue or issues in question and attempt to resolve it or them. The referring party will give written notice as follows: if to the Employer, its Labor Relations Manager; if to the Union, its Secretary-Treasurer. If the parties are unable to resolve the grievance in dispute and the matter is deadlocked either party may refer it, within ten (10) business days, to an arbitrator.

The parties may mutually agree to an Arbitrator or shall select the Arbitrator by the method of alternate striking of names from a panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service. The parties shall confer and select an arbitrator from the list of seven (7) within ten (10) business days of receipt. In order to be eligible to serve, the selected Arbitrator must be available to hear the dispute within ninety (90) days of his/her selection, unless this limit is waived by mutual agreement. If the selected arbitrator is unavailable, the last Arbitrator whose name was struck shall be contacted next, and again (for a total of three (3) arbitrators) until an available arbitrator is selected. If none of the three (3) arbitrators contacted can hear the dispute within 90 days, the parties will return to the original arbitrator.

7.E DISCIPLINARY ARBITRATIONS:

Disciplinary arbitrations (meaning a matter concerning a suspension, demotion, or termination) will be heard without the use of a court reporter or briefs. (Nothing set forth in this Section 6.E prohibits or is meant to prohibit either party from arranging to have a court reporter present to make a transcript of the proceeding at such party's sole cost and expense. If a party does so, and the other party then requests a transcript, the other party may obtain a transcript only if it shares equally the cost of the reporter.) The parties will present their evidence and witnesses and argue orally. At the conclusion of the arbitration hearing, but before issuance of the bench decision, 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 bench decision, reducing such decision to writing within fourteen (14) business days of making the bench determination. All jointly incurred expenses (i.e., transcripts, reporter's costs, and arbitrator's fee) of arbitrations involving suspension and/or discharge shall be borne by the loser. Unless the grievance which has been submitted to the arbitrator is totally sustained or denied, it shall be deemed split and the jointly incurred expenses shall be borne equally between the Employer and the Union. The parties may mutually agree to waive or modify any or all of the provisions of this expedited procedure.

The parties agree that if, after one (1) year from the date of this Agreement or the first arbitration, whichever occurs later, there is dissatisfaction with these procedures for disciplinary arbitration, the matter shall be subject to discussion and renegotiated.

SECTION 8: HOURS AND PREMIUMS

8.A WORKWEEK:

The work week will be from Monday through Sunday. The work schedule will be posted no later than 4:00 PM on Wednesday of the preceding week. All employees covered by the terms of Schedule I will be scheduled for not less than eight (8) hours per day and forty (40) hours per week, unless fewer hours are established by mutual agreement. Lunch hours will be posted on the weekly work schedule and will be scheduled between the third and fifth hours, for schedules exceeding six (6) hours. In accordance with State Law the Employer may schedule a six (6) hour shift without a lunch period. Said six (6) hour shift shall not be subject to the overtime rate and shall include two (2) unscheduled ten (10) minute breaks.

Except in bona fide emergencies, the minimum time off between shifts shall be ten (10) hours. If an employee is called to work sooner than ten (10) hours from the end of his or her last work period, he or she shall be paid time and one-half (1½) his or her straight time rate for all work performed up to the time said ten (10) hour period between shifts shall have elapsed.

No employee shall be required or permitted to work a split shift. If this provision is violated the employee will receive time and one-half (1½) the straight time rate. Attendance at mandatory store meetings on the same day that an employee works shall not be deemed to constitute working a split shift.

Work on Sunday will be scheduled by seniority preference, with inverse seniority used for staffing in the event an insufficient number of employees' volunteer.

All part-time employees, except Clerk's Helpers, currently covered by the terms of this Agreement will be scheduled for not less than twenty-eight (28) hours per week excluding Clerk's Helpers. Each clerk's helper shall be offered at least twenty (20) hours work in each week. Notwithstanding the above, at the request of an employee, he/she may work less than the contractual minimum hours in any week if mutually agreeable in writing between the employee and the employer. In the event the exception exceeds four (4) consecutive weeks then the employee, the employer and union must mutually agree in writing with the understanding that the union will not unreasonably withhold approval.

It is agreed between the bargaining parties that Ordinance No. 236-14, Article 33F of the Police Code of the City and County of San Francisco will be waived.

Lunch periods and breaks shall be afforded pursuant to State Law.

Any employee who is required to use his or her personal vehicle for a job assignment (other than travel to and from work and home) shall be entitled to reimbursement for the following travel expenses:

1. Mileage for travel resulting from such assignment if so designated by the Employer according to the amount provided for under the current Internal Revenue Service guidelines. Increases in the amount provided for under Internal Service Regulations shall be effective the date such increase is to be effective under the Internal Revenue Service Regulations.
2. Necessary out-of-pocket expenses such as bridge tolls and parking fees.

8.B OVERTIME AND HOLIDAY PREMIUMS:

Overtime must be authorized by management and will be compensated for as follows:

1. Hours worked in excess of eight (8) hours for one workday will be compensated at the rate of one and one-half (1½) times the straight time rate.
2. Hours worked in excess of forty (40) hours per week will be compensated at the rate of one and one-half (1½) times the straight time rate.
3. A premium rate of \$.50 (fifty cents) per hour will be paid to clerks and \$.25 (twenty five cents) per hour will be paid to Clerks Helpers for hours worked between 8:00 PM and 4:00 AM. Clerk's Helpers hired after October 7, 2010, will receive no night premium.
4. The premium rate for work performed on those holidays defined in Section 9, will be compensated at the rate of two (2) times the straight time rate, plus applicable holiday pay. For all employees hired after October 7th, 2010 work performed on the holiday will be paid at their straight-time hourly rate and an additional one (\$1) per hour premium.
5. Work performed where a meal period is not afforded in conformity with State Law shall be compensated at the rate of one and one-half (1½) the straight time rate.
6. Work performed on the sixth day of the schedule week shall be compensated at the rate of one and one-half (1½) times the straight time rate.
7. Overtime and other premiums will not pyramid.

8.C POSITION PREMIUM: The following positions will receive one dollar (\$1.00) an hour above the experienced All-Purpose Clerk rate of pay; or if the employee is below the All-Purpose Clerk experienced rate of pay, the employee will be advanced one thousand forty (1040) hours in his/her progression. The positions are: Afternoon Supervisor, Night Crew Chief and 2nd Person (meat and produce)

1. **Experienced Afternoon Supervisor:** Experienced Afternoon Supervisors are to be paid \$1.00 above their hourly wage rate.
2. **Night Crew Chief:** The Night Crew Chief, or their temporary replacement, is to be paid \$1.00 above their hourly wage rate. A temporary replacement is eligible for the \$1.00 position premium if the Night Crew Chief is off work for a week or more.

3. **Produce Department 2nd Person:** The Produce Department 2nd Person is paid \$1.00 above their hourly wage rate. There shall be a Produce Department 2nd Person assigned and paid the \$1.00 to supervise the produce department when the Produce Department Manager is absent for the entire shift.
4. **Meat Cutter Department 2nd Person:** The Meat Department 2nd Person is paid \$1.00 above their hourly wage rate. There shall be a Meat Department 2nd Person assigned and paid the \$1.00 to supervise the meat department when the Meat Department Manager is absent for the entire shift.

8.D TOOLS AND EQUIPMENT:

1. **SPECIAL WEAR:** The Employer shall provide rain jackets. Employees required to work in refrigerated rooms shall be permitted to wear slacks, sweaters, or other suitable clothing to protect them adequately from cold and dampness while working in such rooms.
2. **TOOLS AND EQUIPMENT:** The Employer shall furnish all the required equipment and tools necessary for the employment and shall only refurnish for reasonable wear and tear without cost to the employee.

The Employer will provide appropriate floor mats as operationally required, i.e. check stands and Meat Departments.

3. **BULLETIN BOARDS:** The Union may supply each store with a glass-enclosed bulletin board not to exceed three (3) feet by two (2) feet six inches in size for the purpose of posting notices of official Union business. All non-routine materials to be posted on the bulletin board must be approved by the Employer's Labor Relations Department. In no circumstances may bulletin boards be used to post notices of a political or adversarial nature. The Employer's Labor Relations Department shall coordinate the implementation of this program.

SECTION 9: LEAVES OF ABSENCE

- 9.A Without loss of seniority, personal leaves of absence, up to thirty (30) days, will be permitted for compelling reasons. The need for such leave and its terms are to be agreed upon by the employee and his immediate supervisor. Such terms will be granted in writing.
- 9.B An employee incurring an industrial injury will be granted leave as provided by applicable state and/or federal law.
 1. **SICKNESS AND NON-INDUSTRIAL INJURIES:** Up to twelve (12) months after one (1) year's employment.

9.C FUNERAL LEAVE:

Up to three (3) consecutive days may be taken off with pay to attend the funeral or make funeral arrangements for members of the immediate family. Appropriate supporting evidence of the event may be required.

A fifteen (15) day leave of absence without pay shall be allowed where necessary in order to care for necessary details resulting from the death of an immediate family as herein above defined; provided, further, that all leaves of absence granted in this Agreement shall be considered as part of the continuous service with the Employer. Requests for such paid funeral leave entitlement after one (1) week from the date of death will be granted up to forty-five (45) days from death, but the request must be in writing.

Immediate family is defined as spouse, registered domestic partner, mother, father, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, step-mother, step father and step-children.

9.D 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 immediately inform the Employer of this obligation and 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 their 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 time and one-half (1½) shall apply for all time in excess of the combined total of eight (8) hours. The employee shall supply the Employer with verification of time spent and fees paid for jury duty services.

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

SECTION 10: HOLIDAYS

The following are paid holidays:

New Year's Day	Employee's Birthday
Fourth of July	Christmas Day
Thanksgiving Day	Labor Day
Memorial Day	One Personal Day

Employee's Employment Anniversary

With respect to the Employee's Birthday, Employee's Employment Anniversary and One Personal Day as paid days off employees must notify management of their requests two (2) weeks prior to the dates requested. Employees may elect to take one (1) or two (2) days off separately or consecutively. Selected days will be mutually agreed upon, and they may not be carried over from one year to the next.

Part time employees will be compensated on the basis of twenty percent (20%) of average daily hours during the six weeks immediately preceding the holiday.

Employees hired on or after January 16, 2008, shall be entitled to the birthday holiday after one (1) year of employment, and a floating holiday and anniversary holiday after the completion of three (3) years of employment.

Employees with at least 20 years of service with the Employer will receive two (2) additional floating holidays each year. The first (1st) holiday will be earned May 1st each year, and the second (2nd) holiday will be earned on September 1st of each year.

Requirements – No employee shall receive pay for any holidays not worked unless such employee has reported for work on his regular working day preceding and the next following said holiday.

Foods Co does not intend to remain open on Christmas Day or after 7:00 p.m. on Christmas Eve. If future circumstances cause the Company to modify this position, Local 5 will be given no less than thirty (30) days' advance notice for the purpose of developing a mutually satisfactory method of staffing the store.

If the Employer elects to open on a holiday, the Employer will staff the stores with volunteers. If more employees volunteer than are needed, the Employer shall schedule by seniority under Schedule I, Schedule II, and Schedule III. If an insufficient number of employees volunteer, the Employer shall schedule by inverse order of seniority.

UFCW Local 5 and Foods Co agree that, with regard to Section 9: HOLIDAYS, the past practice of the parties will continue. Said past practice allows employees to carry over unused holidays from year to year.

SECTION 11: VACATIONS

The following schedule of vacation entitlement shall apply to employees hired prior to January 16, 2008:

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

The following schedule shall apply to employees hired after January 16, 2008.

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

- 11.A Vacations may not be waived, nor may extra pay be received by any employee for work performed for Foods Co in lieu of taking earned vacation time. Vacations may not be accumulated from year to year. Part-time employees will earn vacation pay based on averaging hours worked during the preceding year. Employees should request vacation dates prior to April 1st of each year. Prior to April 1st, seniority will prevail when there are conflicting requests.
- 11.B For the purpose of computing or prorating vacation earnings, two percent (2%) of the employee's W-2 earnings for the previous year will be the amount paid for each week of vacation entitlement.
- 11.C When a holiday falls during an employee's paid vacation, such employee shall receive a personal paid day off to be taken pursuant to the provisions of Section 9 regarding the selection of personal days off or will receive an additional day's vacation with full pay.

All employees entitled to a vacation may request and receive their vacation pay allowance in advance immediately preceding the employee's vacation.

If, during the year after the anniversary date of employment on which the vacation is earned, the afforded weeks of vacation remain unused, the unused weeks of vacation will be paid out on the following anniversary date of employment.

- 11.D The Employer will permit employees with at least four (4) weeks of vacation to use one (1) week of vacation in daily increments in any combination. For Example, the employee may use one (1) day of vacation five (5) times, two (2) days of vacation and then one (1) day three times etc., until five (5) days are exhausted.

SECTION 12: HEALTH AND WELFARE AND SICK LEAVE PLAN

12.A EMPLOYER ACCEPTANCE:

The Employer agrees to accept and be bound fully by the terms and declaration of the trust of the Union Comprehensive Benefit Trust (UCBT) including any amendments thereto.

12.B CONTRIBUTIONS:

Foods Co agrees to pay to the UCBT the contribution rate established by the trustees of the UCBT from time to time. Contributions paid to the UCBT shall be paid on the same basis as those contributions paid to the Union Employer Benefit Trust (UEBT). The contribution rate effective for September 2022 hours shall be \$5.86; and, effective for contribution hours for September, 2023, shall be \$6.30.

The benefit structure will be the same as that provided for in the industry plan. If the employer elects said option, the contribution rate will remain \$6.95 per hour and increase in August 2021, payable in September 2021, to Segal Consulting's projected cost of the Plan which is up to \$7.78 per hour for the remainder of the Agreement.

RETIREE HEALTH & WELFARE: Retiree health benefits under the UCBT are subject to the rules and requirements adopted by the trustees of the UCBT, including any amendments thereto.

12.C 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 as a business expense under the Internal Revenue Code as it presently exists or as may be amended subsequent to the date of this Agreement and under any similar State Revenue or Tax Laws.

All employees not currently receiving sick leave benefits from the Northern California UEBT Trust Fund will begin to accrue sick leave benefits under the Fund. (For members of UFCW 5, 101, 648, working at affected stores, see attached Letter of Understanding regarding transition and continued use of sick leave bank.)

SECTION 13: RETIREMENT PLAN

13.A CONTRIBUTIONS:

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 (the "Trust Fund") the same may be applicable to the Pension Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

The bargaining parties agree to continue the Pension Rehabilitation adopted by the Trustees of the Pension Fund in July 2010 through the successor agreement term.

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

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

The Employer will provide the appropriate funding to the Northern California Joint Pension Plan, as agreed upon by the Trustees of the UCBT." The pension contribution rate currently reflects seventy-five and sixteen hundredth percent (75.16%) of the Major Food Employers contribution rate to the Union Employer Benefit Trust which is \$2.94 as of January 2023.

Further, it is agreed that, if applicable, the Employer will continue to pay contributions at the same proportional level as is currently negotiated and benefits will be provided consistent with this proportional level.

Provide appropriate PPA funding as outlined in the current Rehab Plan in effect now and as amended hereafter, including any benefit or Employer contribution changes or modifications resulting from the Food Maxx Collective Bargaining Agreement.

The parties request the Trustees modify rehab plan to require contributions at the current rates for the duration of the Agreement. In order to fortify retirement security, the Trustees shall evaluate the existing retirement funds and establish a new retiree benefit for participants entitled the Lifetime Income Security Accrual Fund (LISA).

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

The contributing employers, plan design, hourly contribution and initial date of contributions to the Fund shall be determined by the trustees based on the status of the funding of the current joint pension and individual account retirement funds and finalized by 10/23.

- 13.B** The Employer agrees to be covered by the terms and conditions of the Trust Agreement establishing the Plan; participation as set forth is conditioned on continued approval by the Internal Revenue Service that the contributions are deductible as a legitimate business expense.

SECTION 14: STRIKES AND LOCKOUTS

- 14.A** During the life of this Agreement, the parties agree that there should be no strike, slowdowns, stoppages of work, picketing, boycotts, or lockouts for any cause whatsoever, except that this prohibition shall not be binding upon either party in the event that the Employer or the Union refuses and/or fails to abide by a decision of an arbitrator or Board of Adjustment that has been finally confirmed by a court of competent jurisdiction.
- 14.B** The no strike, no lockout pledges set forth in "A" above, are enforceable irrespective of whether there exists an underlying dispute, if any, which may be processed through the grievance procedure set forth in Section 6 of this Agreement. The no strike pledge also prohibits alleged sympathy strikes. Both the Employer and the Union agree that it shall not be cause for discharge or any form of disciplinary action in the event an employee refuses, or declines to refuse to go through or work behind any lawful, sanctioned, established primary picket line existing at the establishment covered by this Agreement, including the lawful, sanctioned, primary picket line of the signatory Union.

SECTION 15: RATES OF PAY

- 15.A** Attached as Appendix B (All-Purpose Clerks)
- 15.B** No employee will suffer any reduction in wages, benefits or conditions due to the signing and effect of this Agreement. Payday will be Friday of each week.

SECTION 16: STORE VISITS/STORE REPRESENTATIVES

- 16.A STORE VISITS:** It is agreed by both parties hereto that the Union 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 rights and duties of the employees.
- 16.B SHOP STEWARDS:** The Employer recognizes the right of the Union to appoint Shop Stewards. The Employer agrees to schedule up to three (3) Shop Stewards, based on store size and volume, designated by the Union, a day off, at the employees' daily straight-time rate based on the average daily hours worked in the pay period preceding, not to exceed eight (8) hours, to attend an annual education meeting. The parties agree that such time shall not be considered time worked for purposes of overtime, benefit contributions, or other incidents of "time worked".

SECTION 17: SEVERABILITY

It is not the intent of the parties to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over them. Accordingly, in the event that any provision of this Agreement is finally held and determined to be illegal by a court of last resort, such decision shall not affect the validity of the remaining provisions of this Agreement, but rather such remaining provisions shall continue in full force and effect. Additionally, in the event that any provision or provisions are so declared to be in conflict with a law or rule or regulation, the parties shall immediately meet for the purpose of renegotiation and agreement on provisions so invalidated.

SECTION 18: NO REOPENING DURING CONTRACT TERM

The Employer and the Union hereby acknowledge that during the negotiations which resulted in this Agreement, each party had unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining. This Agreement constitutes the entire agreement of the parties and concludes collective bargaining for its term unless specifically provided for elsewhere herein. The parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right to require the other to bargain collectively with respect to any subject or item not specifically referred to or covered by this Agreement.

SECTION 19: CONTRACT TERM


This Agreement shall be in full force and effect from September 3, 2023 up to and including September 1, 2027. This Agreement shall continue from year to year unless either party hereto gives written notice to the other of a desire to alter, modify, or terminate this Agreement, which notice must be given at least sixty (60) days prior to the expiration date hereof. Failure to give such notice shall be regarded as a renewal, thereof, for the following contract year.

**FOR THE COMPANY,
RALPHS FOOD COMPANY
dba., FOODS CO;**

**FOR THE UNION,
UFCW 5;**



Leroy Westmoreland Date 4-9-2024



John Frahm Date Apr. 14, 2024

APPENDIX A

FULL-TIME RATIO

ALL-PURPOSE CLERKS

The ratio of full-time to part-time All-Purpose Clerks shall be established at thirty-five percent (35%) full-time, excluding full-time Meat Cutters. When the ratio declines below thirty-five percent (35%) the most senior All-Purpose Clerk(s) within the geographical seniority area as shown in Section 1E of the Agreement will be offered full-time employment.

The Employer has the discretion to place the employee accepting the full-time position at the store of their choosing within the geographical seniority area of the Union. Exempt positions will not be included in the ratio. If the Company hires full-time All-Purpose Clerks, they will not be counted in the ratio.

**APPENDIX B
ALL-PURPOSE CLERK/MEAT CUTTER**

DESCRIPTION	Prior to 9/4/23		Upon Ratification \$1.25	Effective 1/1/25 \$1.20	Effective 1/1/26 \$1.05	Effective 1/1/27 \$1.00
EXPERIENCED	\$21.95		\$23.20	\$24.40	\$25.45	\$26.45

ALL- PURPOSE CLERK/MEAT CUTTER PROGRESSION STEPS

PROGRESSION STEP HOURS CURRENTLY REQUIRED		NEW PROGRESSION HOURS MONDAY AFTER RATIFICATION				
9 th 1560 (11441-13000)	20.00	7 th 1040 (6761-7800)	21.50	22.40	23.45	24.45
8 th 1560 (9881-11440)	17.80	6 th 1560 (5200-6760)	20.00	20.50	21.50	22.50
7 th 1560 (8321-9880)	17.25	5 th 1560 (3641-5200)	19.00	19.00	19.00	21.00
6 th 1560 (6761-8320)	16.75	4 th 1560 (2081-3640)	18.00	18.00	18.00	19.00
5 th 1560 (5201-6760)	16.25	3 rd 1040 (1041-2080)	17.25	17.25	17.25	18.00
4 th 1560 (3641-5200)	15.50	2 nd 520 (521-1040)	16.85	16.85	16.85	17.60
3 rd 1560 (2081-3640)	14.75	1 st 520 (0-520)	16.50	16.50	16.50	17.25
2 nd 1040 (1041-2080)	14.50					
1 st 1040 (0-1040)	13.25					
CLERKS HELPERS	\$15.50		\$16.25	\$16.25	\$16.50	\$16.50

Employees will be paid no less than \$.25 per hour above minimum wage rates established by federal, state or municipal governments.

If minimum wage laws increase minimum wage above step progression, clerks will be advanced to the next step progression (excluding Clerks Helper). 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.

=====

WAGES: Effective upon ratification (March 8, 2024) employees at the Experienced rate or above will receive an hourly wage increase of \$1.25 per hour; effective 1-1-25, employees at the Experienced rate or above will receive an increase of \$1.20 per hour; effective 1-1-26, employees at the Experienced rate or above will receive an increase of \$1.05 per hour; and, effective 1-1-27 employees at the Experience rate or above will receive an increase of \$1.00 per hour. Wage increases and retroactive pay will be paid no later than thirty (30) days after ratification. (best efforts will be made but failure to comply will not result in grievances filed by the Union. In the unlikely event payment exceeds 45 days, the employer will meet and bargain with the union with-in 10 business to discuss potential remedies for non-compliance).

RATIFICATION BONUS: Experienced full-time employees shall receive a ratification bonus of \$1500.00. Part-time employees shall receive \$1000.00. Bonuses will be paid to employees active at the date of ratification no more than 30 days after ratification. Employees on an approved Leave of Absence will be paid the bonus with-in 30 days upon return to active employment status.

Transition to All-Purpose Clerk Wages:

- Clerks and Meat Cutters that have accrued between 9881 hours and 13000 hours will be placed at the new 7th progression step (\$21.50/hour) and work 1040 hours then advance to the Experienced rate of pay.
- Clerks and Meat Cutters that have accrued between 5201 hours and 9880 hours will be placed at the new 5th progression step (\$19/hour) and work the required hours in such step then proceed through the remaining steps to the Experienced rate of pay.
- Clerks and Meat Cutters that have accrued between 2081 and 5200 hours will be placed at the new 4th progression step (\$18/hour) then work the required hours in such step then proceed through the remaining steps to the Experienced rate of pay.
- Clerks and Meat Cutters that have accrued between 1041 and 2080 hours will be advanced to the new 3rd progression step (\$17.25/hour) and work the required hours in such step then proceed through the remaining steps to the Experienced rate of pay.
- Clerks and Meat Cutters that have accrued 1040 hours or less will be advanced to the new 2nd progression step (\$16.85/hr) and work the required hours in such step then proceed through the remaining progression steps to the Experienced rate of pay.
- Employees in the Bakery/Deli/Meat Clerk, Custodian and Bookkeeper classifications that have accrued between 3641 and 8320 hours will be placed at the 3rd progression step as an APC (\$17.25/hr) and work the required hours in such step then proceed to work through the remaining progression steps to the Experienced rate of pay.
- Employees in the Bakery/Deli/Meat Clerk, Custodian and Bookkeeper classifications that have worked 3640 hours or less shall be placed at the starting wage rate of \$16.50 and work the required hours in such step then proceed to work through the remaining progression steps to the Experienced rate of pay.

APPENDIX C

“REASONABLE SUSPICION” DRUG AND ALCOHOL POLICY

1. Introduction:

Foods Co has a strong commitment to the health, safety and welfare of its employees and their families, and its customers. Widely available statistics and information established that the incidence of drug and alcohol abuse is very high and that the effect is devastating to lives, business, and the community at large. Involvement with drugs or alcohol, whether on or off the job, can affect the work environment, job performance, and job safety. Our commitment to maintaining a safe and secure workplace requires a clear policy and supportive programs relating to the detection, treatment, and prevention of substance abuse by employees. From time to time it is appropriate to reiterate that policy.

2. Statement of Policy:

It has been and continues to be the policy of Foods Co to maintain a workforce free of the effects of drugs and alcohol. Therefore, the following behavior is strictly prohibited and employees who engage in such conduct will be subject to disciplinary action up to and including termination:

- 2.A Use, possession, manufacture, distribution, or sale of: (1) illegal drugs or drug paraphernalia, (2) unauthorized controlled substances, or (3) alcohol or having alcohol on one's breath at any time on Company premises or during working hours.
- 2.B Storing in a locker, desk, automobile, or other repository on Company premises any illegal drug, controlled substance whose use is unauthorized or any alcohol. (This policy does not preclude an employee from having sealed container(s) in his/her personal private vehicle parked on Company premises. This policy also does not preclude an off-duty employee from lawfully purchasing and possessing alcohol on Company premises. However, off-duty, as well as on-duty, employees are precluded from consuming alcohol at anytime on Company premises unless approved in advance by the Company. This policy also does not preclude an on-duty employee from lawfully selling alcohol to a store customer.)
- 2.C Possession, use, manufacture, distribution or sale of illegal drugs, or use of alcohol, off Company property, that adversely affects the employee's work or the Company's reputation in the community.
- 2.D Switching or altering any urine sample submitted for drug or alcohol testing.
- 2.E Refusing to consent to testing when requested.
- 2.F Refusing to submit to an inspection when requested.
- 2.G Failure to report to management the use of a prescribed medication which may alter behavior, physical ability or mental functions of the employee. This paragraph does not require the employee to inform the Company of the specific medication that he or she is taking but rather simply whether the medication may alter behavior, physical ability or mental function. Even when an employee complies with this paragraph, the Company

may still request that an employee consent to drug and/or alcohol testing, if there is reasonable suspicion of impaired performance.

3. Scope of Policy:

This policy applies to all employees of the Company while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines the public confidence in, or harms the reputation of Foods Co and its employees. It is also intended to apply to employees of firms doing business with the Company while on our premises.

While the Company has no intention of intruding into the private lives of its employees, we recognize that involvement with drugs or alcohol off the job eventually takes its toll on job performance. Our concern is to assure that employees report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers and customers, as well as themselves.

4. Responsibility:

Programs and procedures in support of this policy have been established for all Foods Co facilities. Managers and supervisors are responsible for the enforcement and administration of the established procedures.

5. Definitions:

5.A For the purposes of this policy, an employee shall be considered on Company premises whenever he/she is:

5.A.1 On Company property, including parking lots;

5.A.2 At a job site;

5.A.3 Driving or riding as a passenger in a Company Vehicle or a private conveyance for which the Company has authorized travel reimbursement;

5.A.4 On Company time, even if off Company premises; and/or

5.A.5 Being treated for a work-related injury while on the active payroll.

5.B "Drug" - any substance and/or medication that can modify one or more normal functions (i.e. coordination, reflexes, vision, mental capacity, speech, judgment, etc.).

5.C "Alcohol" - an intoxicant from fermented or distilled substances.

5.D "Possesses" - physically holding the drug and/or alcohol of the drug and/or alcohol being in an area over which the employee has access and control (i.e. inside briefcases, purses, lunch bags, lunch boxes, lockers, personal vehicle, etc.)

6. Testing:

6.A A Reasonable Cause/Reasonable Suspicion Testing:

Testing may be conducted upon reasonable suspicion that an employee is currently under the influence of, or impaired by, alcohol, a controlled substance, or other drug. Reasonable suspicion exists when there is clear indication of impairment based on objective evidence and/or based on specific personal observation by a supervisor or another Company management person who can attest to the appearance, behavior, speech or breath odor of the employee. The supervisory employee will document his/her observations and reasons for requesting testing. Those observations may include but are not limited to:

- Unsafe work habits or practices that endanger the employee, fellow employees, or customers.
- Abnormal work performance.
- Physical conditions and/or symptoms, such as unstable balance, alcohol on breath, glassy eyes, reddened eyes, unsteady gait, etc.
- Abnormal personal behavior and/or poor interpersonal relations on the job.
- Involvement in a workplace incident where the circumstances indicate the possibility that drugs and/or alcohol were a factor in the incident.

A confirmed positive test shall be grounds for discipline up to and including termination. The Company has provided management training to make supervisors aware of the above conditions.

6.B Testing Procedure:

Prior to testing, applicant/employees will be given the option to report any medications that he/she has taken or is presently taking. Such information will be used for the purposes of discerning whether a positive test result is because of lawful use of a medication

The Company will instruct the collection site and laboratory to adhere to strict chain of custody procedures. The Company also will instruct the collection site to take necessary precautions to ensure that the sample has not been adulterated, tampered with or substituted. However, the Company also will instruct the collection site to take reasonable precautions to protect the donor's privacy.

7. Conditions of Employment:

Prior to testing, the applicant or employee will be asked to consent in writing to drug and/or alcohol testing and to the release of medical information. Employees who refuse to consent will be subject to disciplinary action up to and including discharge. An employee's refusal to authorize the release of information will not be the basis for disciplinary action. However, such refusal will not preclude the Company from taking disciplinary action based on other available evidence.

Non-compliance of this policy for refusing to consent to an inspection upon request will be grounds for discipline up to and including termination.

8. Rehabilitation:

Foods Co views alcohol and drug abuse as treatable health problems. Any employee who voluntarily seeks help and undergoes treatment for alcohol or drug abuse prior to being required to undergo drug testing and/or prior to being involved in any substance-related misconduct will not be subject to disciplinary action provided he or she remains drug-or alcohol-free and complies with the provisions of his or her employee assistance agreement. Employees who have a need are encouraged to seek assistance from either the Company or medical benefit assistance programs before health, safety and work performance are affected. Seeking assistance will not, however, relieve an employee of the obligation to comply with the Company policies, nor will it preclude the Company from disciplining the employee for failure to comply with Company policies. The services of assistance programs may not be available to employees in the job jeopardy status.

If testing is conducted based upon reasonable suspicion in accord with Foods Co's written policy and results in a positive test, that employee will be discharged. If following discharge an employee seeks rehabilitation, Foods Co may consider, on a case-by-case basis, allowing that employee to return to work. Foods Co's decision in this regard will be guided by such factors as length of service, employee disciplinary record, employee's sincerity and commitment in seeking rehabilitation, and the nature of conduct exhibited by the employee which immediately preceded the request by his supervisor to take a test. If conduct independent of being under the influence of drugs or alcohol was sufficient to warrant discharge, the employee will not be allowed to return to work.

This understanding is entered into without limiting the right of the Union to file grievances on a case by case basis regarding discipline issues where the Union believes that, under the circumstances of that individual case, referral to rehabilitation and return to work is reasonable.

In those cases where the Employer has determined that an employee will be eligible for a return to work agreement, an employee who seeks treatment will be formally referred to an EAP/MAP as a condition of continued employment. Upon successful completion of the EAP/MAP's recommended treatment plan and before being allowed to return to work, the employee will be required to submit to a follow-up test. If the test result(s) is positive, the employee will be terminated, or if already terminated, will remain terminated. If the test result(s) is negative, the employee will be required to sign a Return to Work Agreement, which includes submitting to a minimum of four (4) random tests over a two (2) year period from the date of the agreement. If the employee tests positive on a subsequent random test during the two (2) year period, the employee will be termina

**LETTER OF UNDERSTANDING
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCALS 5
AND
RALPHS GROCERY COMPANY
dba FOODS CO**

In this Letter of Understanding, the parties, United Food and Commercial Workers Union Locals 5, 8-Gloden State, and 648 (The Unions) and Ralph's Grocery Company dba Foods Co (the Employer) agree that the total number of current exempt positions in each store shall remain the same throughout the term of this Agreement as listed below:

- UFCW 5:** Pittsburg - total of 12 exemptions (shared with UFCW 8)
- Redwood City – 9 exemptions
- Richmond - 9 exemptions
- Salinas - 9 exemptions
- San Francisco (15th/Folsom) - total of 9 exemptions (shared with UFCW 648)
- San Francisco (3rd Williams) - total of 9 exemptions (shared with UFCW 648)

A clerical employee is included in above exemptions. Current employees working in an exempt position (i.e. Customer Service Manager, Bakery/Deli Manager, etc.) whom have previously elected to remain in the Bargaining Unit will have the continued option to remain in the Bargaining Unit.

The Employer and the Unions agree that this Letter of Understanding supplements the Collective Bargaining Agreement. Except as specifically modified by this Letter of Understanding, the Employer and the Unions agree to the Collective Bargaining Agreement as written.

**FOR THE EMPLOYER
RALPH'S GROCERY CO. dba, FOODS CO**

**FOR THE UNION
UFCW 5**

 4-9-2024

Leroy Westmoreland Date

John Nunes Date

**LETTER OF UNDERSTANDING
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCALS 5, 8-GOLDEN STATE, 101, and 648
AND
RALPHS GROCERY COMPANY
dba FOODS CO**

In this Letter of Understanding, the parties, United Food and Commercial Workers Union Locals 5, 8-Golden State, 101, and 648 (The Unions) and Ralph's Grocery Company dba Foods Co (the Employer) agree that the Employer has been responsible for making contributions to the UCFW Employers Benefit Trust Fund since January 1, 2009, which included contributions for sick leave benefits.

It is also agreed that any employee who is not currently receiving sick leave benefits from the Trust Fund will continue to draw from his or her sick leave bank through the Employer, as necessary, until the bank with the Employer is exhausted. During the period of time the employee continues to be paid sick leave benefits under the Company plan, the Employer agrees to pay out any unused sick leave on employee's anniversary. When the employee's sick leave is exhausted (either by payout or by use) the Trust Fund will be notified that the employee no longer has any sick leave time remaining. Thereafter, the employee will receive sick leave benefits from the Trust Fund.

The Employer and the Unions agree that this Letter of Understanding supplements the Collective Bargaining Agreement. Except as specifically modified by this Letter of Understanding, the Employer and the Unions agree to the Collective Bargaining Agreement as written.

AGREED TO:

For Employer: Ralphs Grocery Company dba Foods Co

By: 

Print Name: Levy Westmoreland

Date: 4-9-2024

For Unions: United Food & Commercial Workers Union Local 5

By: _____

Print Name: _____

Date: _____

**LETTER OF UNDERSTANDING
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCALS 5, 8-GOLDEN STATE, 101, and 648
AND
RALPHS GROCERY COMPANY
dba FOODS CO**

In this Letter of Understanding, the parties, United Food and Commercial Workers Union Locals 5, 8-Gloden State, 101, and 648 (The Unions) and Ralph's Grocery Company dba Foods Co (the Employer) agree that during the term of this Agreement, employees working at Foods Co stores 255, 371, 501, and 764 will continue to be eligible for vacation

LETTER OF UNDERSTANDING

Re: Former Monte Mart Store #795, now Foodsco #769 - "Salinas"

Ralphs/Food 4 Less, a division of Kroger, and UFCW Locals 428 and 839 agree as follows:

1. Pension Contributions: Ralphs will make contributions to the Northern California Retail Clerks Pension Trust in the amount of \$1.17 per hour for those former Salinas Monte Mart Retail Clerk employees with vested pension benefits as of September 13, 1999 and in the amount of \$1.78 per hour for those former Salinas Monte Mart Meat Cutter employees with vested pension benefits as of September 13, 1999. These contributions will only be made on behalf of those employees who are displaced by reason of Albertson's divestiture of the Salinas Monte Mart store and subsequently employed by Foodsco in its Salinas store.
2. Credit for Prior Experience: Ralphs will grant credit for work experience that the above-referenced employees received while working under the terms of the collective bargaining agreement between Local 839 and Monte Mart at the Monte Mart Salinas store.
3. Meat Cutters: Meat Cutters employed at the Salinas Foodsco store will be paid at the wage rate provided in the Northern California Meat Agreement between Local 428 and Lucky Stores.
4. Pharmacists: Former Monte Mart pharmacists Pat McLarney, Jerry Dudley, and Danny Souza, if working as pharmacists in the Salinas Foodsco store will be "grand-fathered" as the only bargaining unit members ever to hold such status. All other and future Salinas pharmacists shall be excluded from the unit. The workweek for these pharmacists will be Monday-Sunday. The afore-mentioned three pharmacists shall be covered by and subject to all the provisions of the Salinas Foodsco collective bargaining agreement except they shall have a straight-time rate conforming with the Industry standard and they shall be afforded the benefits of the Food Health and Welfare Fund and the Drug Pension. Registered pharmacists shall be paid in accord with Industry standards as described in Appendix C.
5. Pharmacy Technicians: Pharmacy technicians at the Salinas store will be covered by all and subject to all the provisions of the Salinas Foodsco collective bargaining agreement except they will be covered by the Lucky Stores Pharmacy Technician Memorandum of Agreement, attached hereto as if set forth in full, except for the workweek, which is Monday-Sunday.
6. Other terms: All employees who were working in the Salinas store at the time of its divestiture to Ralphs/Foodsco, including all employees on any contractual and duly-documented type of layoff or leave status and any employee that was terminated prior to divestiture and subsequently reinstated pursuant to a bona fide arbitrator's decision, will be offered employment by Ralphs and continue in the classification most analogous to that held while employed by its predecessor, and will retain their seniority based on their

original date of hire by Ralphs predecessor. All full-time employees will retain their full-time status.

7. Declaration of Interest. Ralphs will apply the practices and policies under its semi-annual 'Declaration of Interest' program and agrees to be bound by that agreement entered into with the UFCW Northern California Locals concerning that program.

For Foodsco

Dated: Signed May 8, 2000

By: Douglas Q. Rosenow
Vice President, Labor Relations

For UFCW Local 839

Dated: Signed June 6, 2000

John F. Briley, President

For UFCW Local 428

Dated: Signed May 30, 2000

Dennis B. Kimber, President

LETTER OF UNDERSTANDING
 BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCALS 5 and 8-GOLDEN STATE
 AND
RALPHS GROCERY COMPANY
 dba FOODS CO

In this Letter of Understanding, the Parties, United Food and Commercial Workers Union Local 5 and 8-Golden State (The Union) and Ralph's Grocery Company dba Foods Co (The Employer) agree that the existing workweek as defined as "Sunday through Saturday," as worked in Pittsburg, California, and Sacramento County (currently Foods Co Store numbers 355, 371, 501, and 764) shall remain the same and continue throughout the term of this agreement.

The Employer and Union agree that this Letter of Understanding supplements the Collective Bargaining Agreement. Except as specifically modified by this Letter of Understanding, Employer and Union agree to the Collective Bargaining Agreement as written:

AGREED TO:

For Employer: Ralphs Grocery Company dba Foods Co

By: *Tony Westmerville*

Print Name: *Lovoy Westmerville*

Date: *4-9-2010* , 2010

For Union: United Food and Commercial Workers Union Local 5

By: _____

Print Name: _____

Date: _____, 2010

United Food and Commercial Workers Union Local 8

By: _____

Print Name: _____

Date: _____, 2010

MEMORANDUM OF UNDERSTANDING
BETWEEN
RALPH'S GROCERY COMPANY (dba, FOODS CO)
and
UFCW LOCAL 5

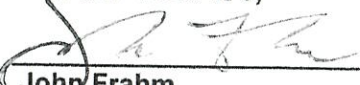
On or before May 1, 2022, the parties will request the Trustees amend the Pension Rehabilitation Plan to defer the contribution increases of \$0.122 cents per hour scheduled for 2022, 2023, and 2024.

FOR THE EMPLOYER:
RALPH'S GROCERY COMPANY (dba, FOODS CO),



Leroy Westmoreland
Labor Relations Director

FOR THE UNION:
UFCW LOCAL 5,



John Frahm
President UFCW 5

Date: 4-9-2024

Date: April 4, 2024

**LETTER OF UNDERSTANDING
BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 5
AND
RALPH'S GROCERY COMPANY (dba, FOODS CO)**

Establishment of Lifetime Income Security Accrual Fund instructs the Trustees to establish a Total Trust Lifetime Income Security Accrual Fund (LISA). The retirement benefits 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 employers' participants for all hours worked effective August 1, 2024.

**FOR THE EMPLOYER:
RALPH'S GROCERY COMPANY (dba, FOODS CO),**



**Leroy Westmoreland
Labor Relations Director**

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



**John Frahm
President UFCW 5**

Date: 4-5-2024

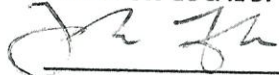
Date: April 4, 2024

**LETTER OF UNDERSTANDING
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 5
AND
RALPH'S GROCERY COMPANY (dba, FOODS CO)
(THIRD-PARTY SUSHI BAR)**

This letter of understanding between UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 5 and RALPH'S GROCERY COMPANY (dba Foods Co), will confirm the understanding reached in negotiations with reference to the operation of a third-party sushi bar.

It is agreed that the Company will have the ability to operate a third-party sushi bar. It is further agreed that the use of a third-party sushi bar will not result in the loss of any bargaining unit hours.

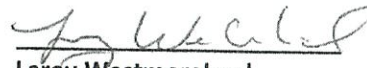
FOR UFCW LOCAL 5:



**John Frahm
President**

April 4, 2024
Date

FOR FOODS CO:



**Leroy Westmoreland
Director of Labor Relations**

4-9-2024
Date

**LETTER OF UNDERSTANDING
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 5
AND
RALPHS GROCERY COMPANY dba FOODS CO**

In this Letter of Understanding (LOU), the parties, United Food and Commercial Workers Union Local 5 ("Union") and Ralphs Grocery Company dba Foods Co ("Employer") agree that the following Card Check/Neutrality Agreement will be followed for the Employer's facilities located at 2443 H Dela Rosa Sr Street, Soledad, California and 10790 MacArthur Blvd. Oakland, California.

- A. To accommodate a free, informed and expeditious decision of the employees of Foods Co as to whether or not they wish to be represented by a labor organization seeking to represent them, and to avoid costly labor disputes, construction delays and/or economic action that might arise in the course of less expeditious procedures for determining such representational issues, and to avoid jeopardizing the economic viability of Foods Co, Foods Co shall, upon request by the Union fully cooperate regarding the following:
- (i) provide the Union with a complete and accurate list of the names and addresses of the employees of the Employer working in the jobs set forth in subsection (E) of this Section;
 - (ii) immediately comply with the Union's request from the Union in item (i) above;
 - (iii) provide to such Union's members and representatives timely and reasonable access to the Facility for the purpose of providing employees with information about the labor organization; and
 - (iv) the Union shall have access to all non-working areas of the Facility to conduct the activities in clause (iii).
- B. Employer shall neither express or imply an opinion about unions in general or about whether employees should or should not authorize the Union to be their collective bargaining representative, and shall maintain strict neutrality at all times with respect to an organizing campaign nor to any decision by the Employer's employees whether to join or to be represented by any labor organization, and shall take no action that opposes or obstructs an organizing campaign.

- C. Employer shall allow employees of each facility to have reasonable access during non-working time to information made available via the above clauses of this LOU.
- D. Employer agrees to voluntarily recognize, for the purpose of exclusive collective bargaining, the Union through demonstrating that they represent a majority of the employees in the Bargaining Unit determined as set forth in subsection (E) of this Section, in a "Card Check". Said Card Check shall be conducted by a neutral third party, selected by the Federal Conciliation Service, or if that Service is unable to do so by its California State equivalent..
- E. Employer agrees that the Card Check shall take place in a bargaining unit composed of employees in classifications traditionally represented by the labor organization seeking to represent the employees, i.e., all retail grocery workers. Any disputes over which classifications of employees belong in the union's traditional bargaining unit as defined above, shall be resolved by final and binding arbitration as provided for in paragraph F below.
- F. In the event a dispute arises over the interpretation or application of the terms of this Card Check procedure, or if the parties cannot agree on specific procedures to be utilized in the Card Check or any other substantive or procedural issue(s) pertaining to the Card Check, including without limitation, the eligibility standard for employees working less than a full-time schedule, the contents of authorization cards, potential disputes over the validity and/or authentication of authorization cards, etc., they shall submit such "interests" or "rights" to an arbitrator for final and binding resolution. The arbitrator shall have broad powers to determine the procedures and other substantive terms of the Card Check process for the parties as well as to resolve any and all disputes over the interpretation and application of this section. If an arbitrator is called upon to decide some or all of the procedures for the Card Check, he or she shall apply principles of the applicable law.
- G. Employer shall abide by the results of the Card Check procedure, and hereby irrevocably waives the filing of a representation petition before any agency in lieu of the Card Check procedure and shall recognize the Union in establishing that a majority of employees in the bargaining unit are eligible to participate in the Card Check, as the employees' exclusive collective bargaining agent for all purposes recognized by labor laws.
- H. Employer further agrees that an interest demonstrated by employees of each Facility in joining a labor organization, membership in a labor organization and/or signing or circulating authorization cards or supporting a Union organizing drive, (or not doing so), shall not constitute grounds for discriminatory or disparate treatment or disciplinary action, and shall not adversely impact a potential employee's ability to be

hired or promoted. The Employer shall agree to submit to final and binding arbitration, as provided for in Section F above, of grievances filed by employees or unions seeking to organize employees concerning alleged violations of this section of the Card Check agreement and procedure.

- I. Employer further agrees that this Card Check agreement and these mandated procedures shall be in effect and last for a term of not less than three (3) years, commencing with the hiring of bargaining unit employees.
- J. This Agreement applies only to the procedures for determining employee preference regarding whether to be represented by a labor union for purposes of collective bargaining and/or by which labor union to be represented. This Article does not apply to the procedures governing the process of collective bargaining itself, once a labor union has been recognized as the bargaining representative for employees of employers subject to his Article

**FOR THE COMPANY,
RALPHS GROCERY COMPANY dba FOODS CO**

**FOR THE UNION,
UFCW LOCAL 5**

 8-5-2020
Leroy Westmoreland Date

 8-5-2020
John Nunes Date