

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SAVE MART COMPANIES**

**DBA**

**FOOD MAXX**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS**

**UNION**

**LOCAL 770**

**OCTOBER 10, 2021 – OCTOBER 7, 2024**

## PREAMBLE

This agreement, by and between Save Mart Supermarkets, DBA Food Maxx (hereinafter called "Employer") and the United Food and Commercial Workers Local and 770 (hereinafter called "The Union"), sets forth the wages, ours 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

**1A.** For the purpose of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment, Employer recognizes Union as the exclusive representative of all regular employees, full-time and part-time, working in Employer's current Food Maxx retail food stores within Union's geographical jurisdiction. Employer's recognition excludes, however, the following positions (whether known by these titles or such other titles as Employer may now or later give to such positions): Store Manager, Assistant Store or Grocery Manager, Second Assistant Store or Grocery Manager, Center Store Manager, Assistant Grocery Manager, Meat Manager, Produce Manager, Bakery Manager, and Front-End Manager, as Employer may choose additionally, the following categories of employees are excluded: custodians, clerical employees, confidential employees, security personnel, and supervisors as defined in the Labor/Management Relations Act.

**NEUTRALITY LANGUAGE:** The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by Bargaining Unit 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.

1. The Parties mutually recognize that federal labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.
2. The Employer will take a positive approach to unionization of Bargaining Unit Employees at any retail store operated by the Employer. The Employer will not take any action, nor make any statement that will directly, or indirectly, state or imply any opposition to any particular union as a bargaining agent. Upon request of the Union, The Employer shall issue a written statement that incorporates the substance of this Paragraph.
3. The Union and its representatives will not coerce or threaten any Bargaining Unit Employee in an effort to obtain authorization cards.

4. Within five (5) days following receipt of written notice of intent to organize Bargaining Unit Employees, the Employer will furnish the Union with a complete list of Bargaining Unit Employees, including both full and part time Bargaining Unit Employees, with the list stating the Bargaining Unit Employees' job classifications and addresses. Thereafter, the Employer will provide updated complete lists monthly, upon the Union's request, until such time as the Union requests recognition and present authorization cards to a neutral third party as set forth in paragraph 5, below.
5. The Union may request recognition as the exclusive collective bargaining agent for the Bargaining Unit Employees. A disinterested, neutral party mutually satisfactory to the Employer and the Union will be selected to conduct a review of Bargaining Unit Employees' authorization cards and membership information submitted by the Union in support of the Union's claim to represent a majority of Bargaining unit Employees. If a majority of Bargaining Unit Employees has designated the Union as the exclusive collective bargaining representative of the Bargaining Unit, the Employer will recognize the Union as the sole and exclusive representative of the Bargaining Unit Employees. The Employer will not file a petition with the National Labor Relations Board ("NLRB") for any election in connection with any demands for recognition or file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union.
6. The Parties collective bargaining agreement shall apply, in full, to any Bargaining Unit Employees for which the Union has obtained majority support.
7. If a union or labor organization other than the Union is lawfully recognized by the NLRB as the exclusive collective bargaining agent for Bargaining Unit Employees at any time during the term of this Agreement, then Paragraph 3,5, and 6 of this Agreement shall immediately become null and void and shall have no further effect.
8. During the life of this Agreement, the Union or its representatives, including store stewards will not engage in any stoppage of work, picketing, handbilling, boycott, rallies, publicly disparage or engage in any adverse economic action or protest activity directed at the Employer. The Parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited and binding arbitration, with (an arbitrator will be designated by the Parties within sixty (60) days of ratification) serving as the arbitrator. If he is unable to serve within fourteen (14) calendar days of notification, then, another mutually acceptable person shall serve as the arbitrator. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The Parties agree to comply with any order by the arbitrator, which shall be final and binding, and they furthermore consent to the entry of any order

of the arbitrator as the order or judgment of the United States District Court for the Eastern or Northern District of California, without entry of findings of fact and/or conclusions of law.

**1B.** New locations in the above geographical area will be included in the unit if, after a forty-five (45) day period following a 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.

**1C. 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 a male gender, it will be recognized as referring to both male and female employees.

**1D. UNIT WORK:** The work covered by this Agreement shall be performed only by members of the appropriate unit as defined in Section 1A. 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 this unit pursuant to Section 1A. 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 fifteen (15) day period following the certification of the 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, or past or prevailing practice within the geographic jurisdiction of the Union. 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.

## **SECTION 2 - JOINT MANAGEMENT COOPERATION**

**2A. WORKERS COMPENSATION:** Union and Employer agree that it is very important to Employer's business that employees who are hurt on the job have their injuries handled fairly, thoroughly, and quickly so that they may either return to work or leave as the injury and its resolution might dictate. Union and Employer further agree that there may be better ways to achieve those ends than under the California statutory scheme for workers' compensation. Therefore, and as permitted by and consistent with California state law, Union and Employer agree to meet to discuss changes to the manner in which workers' compensation benefits are provided to the employees covered by this Agreement. These changes may include the adoption by separate agreement of an Alternative Dispute Resolution system and providing workers' compensation benefits through established, or newly created, Taft-Hartley funds.

**2B. REGULAR MEETINGS:** Union and Employer agree that they and their representatives working in the stores covered by this Agreement will meet as a group no less frequently than quarterly. The exact agenda of each quarterly meeting, where they are to be held, and the like will be left to the appropriate Union and Employer representatives. Union and Employer will discuss issues that are of concern to each in the ongoing operation of Employer's stores covered by this Agreement.

**2C. EDUCATION PROGRAM:** Union and Employer will annually and jointly participate in an educational program of some kind designed to enhance labor-management relations. The purpose of doing this is to help the Union and Employer to see and approach the issues that might arise between them in new and different ways than they may have seen them in the past. The appropriate representatives of Union and Employer will decide what to attend and when.

## **SECTION 3- MANAGEMENT RIGHTS: WORKING RULES**

**3A.** 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.

**3B. WORKING RULES:** When the Employer establishes working rules, a copy of such rules shall be made available to all employees at the store and it shall be the responsibility of each employee to familiarize himself with those rules. Said working rules shall not be in conflict with the terms of this Agreement. In the working rules shall also be made available to the employees of the store and the Union shall be furnished such rules and such changes before implementation or within ten (10) days following the implementation of any changes or modifications.

## **SECTION 4- EMPLOYMENT AND UNION MEMBERSHIP**

**4A.** On and/or after thirty (30) days of employment, or the date of execution of this Agreement, whichever is later, employees shall become and remain members 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.

**4B.** In recruiting persons for employment at company locations, the Employer agrees to give due consideration to persons referred directly by the Union. The Employer has the final decision in choosing between qualified applicants.

- 1. Notification to Union:** The Employer agrees to notify the Union, in writing, within fourteen (14) days from the date of hire or termination of any employees subject to this Agreement. Such notification shall include the name of such employee, mailing address, email address, phone number, social security number, store number, the position for which employed, the date of employment or termination and the employee's rate of pay.

The Employer will provide the Union in writing monthly notification of promotions, including the employee's name, store number, classification promoted into, and the date of promotion.

**4C. NON DISCRIMINATION:** The Employer shall not discriminate against any person in regard to hire tenure of employment, or job status because of race, creed, religion, color, sex, pregnancy, national origin, ancestry, citizenship, marital status, nor shall age, physical or mental ability, protected medical condition, genetic information, veteran status, sexual orientation, gender, gender identity or expression, transgender status, political affiliation, religious affiliation or traits historically associated with race, such as hair styles, or any other trait protected by law, nor shall these protected characteristics under any circumstances be a basis for rejection or termination of an otherwise qualified employee.

**4D. DUES CHECK OFF:**

1. The Employer agrees to deduct, on a weekly basis union dues, initiation fees, 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 local union no later than the 10th 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 a voluntary written authorization for such deductions. The political contributions authorization may be either a separate authorization or one that has been combined with the dues deduction authorization.
2. Authorization for deductions is 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 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.

**4E. 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 agrees it will allow Union Representatives or Stewards to attend new employee orientation to discuss, for no more than ten (10) consecutive minutes, the benefits under this Collective Bargaining Agreement and of the union membership, including the union's installment plan for the payment of initiation fees. The Employer agrees to provide the Union with prior notice of the dates, times and locations of all orientations, the Employer may proceed without the "Union's participation".

**4F. TRANSFERRED EMPLOYEES:** Employees who are transferred into a new store, shall continue to have contributions to the Trust Fund made on their behalf.

**4G. BULLETIN BOARDS:** The Union may supply each store with a bulletin board not to exceed three (3) feet by two (2) feet-six (6) inches in size for the purpose of posting notices of official Union business. All materials to be posted on the bulletin board must be approved by the Employer's Personnel Supervisor for the region. In no circumstance may bulletin boards be used to post notices of a political or adversarial nature. The implementation of this program shall be coordinated by the Employer's Personnel Department.

## **SECTION 5- SENIORITY**

**5A. SENIORITY:** Seniority shall apply by classification and will be based on original date of hire (or date of re-employment in the event of a break in service) in the bargaining unit covered by this Agreement. For persons employed on the same date, the person with the lowest employee number will be considered most senior. Seniority rights will not commence until after an employee has completed a probationary period of sixty (60) calendar days, after which time he will become a regular employee of the Employer. The Employer agrees to provide 2 separate seniority lists of employees on January 1st and July 1st of each year. . One list shall be in alphabetical order by last name and one list shall be by individual store in each geographical seniority area. Such lists shall include the employee's seniority, the employee's date of hire,

name, mobile number, email address, social security number, work location, classification, current rate of pay, and indicate if the employee is part-time or full-time.

**5B. APPLICATION:** Seniority by classification 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 the vacation section. In the filling of promotional vacancies, seniority will also prevail, merit and ability being equal. In scheduling part-time employees, the most senior part-time employees will be assigned to schedules with the most hours, so long as qualifications and abilities are equal.

**5C. ADDITIONAL AVAILABLE HOURS:** The Employer will assign additional available hours, up to four (4) hours per day, to the most senior employee then working who is willing to stay and work those hours. The Employer will not be required to assign additional available hours to an eligible employee if doing so would result in the Employer having to compensate the employee for overtime on a daily or weekly basis. Additional available hours of four (4) or more may be assigned by either extending the shift of the most senior employee working or on a call-in basis.

Employees will be called in by seniority. If an eligible employee turns down the opportunity to work additional available hours three (3) times in any three (3) month period, the employee will be ineligible for call in for additional available hours for a period of 180 days from, but not including, the date of the last turn down. The Employer will keep names of employees who reject additional available hours offered, the date on which so rejected, and the specific hours so rejected.

**5D. PROMOTION:** An employee selected for a promotion will serve a thirty (30) day probationary period. During the thirty (30) day probationary period, the Employer may disqualify the employee from the position for which he was selected if the employee fails to adequately perform the duties of the position for which he was selected, or the employee may decide to reject the position for any reason. If there is a dispute over a disqualification, the dispute may be submitted to the grievance/arbitration procedure as specified in Section 6 of this Agreement. If the employee is disqualified from or rejects the position, he may return to his former classification at his former rate of pay with no loss of seniority. Furthermore, any discipline for failure to perform work as required, received during the probationary period would be rescinded. Following the disqualification or rejection, the employee may not bid for another position in that Schedule for a period of six (6) months following the date of disqualification or rejection.

**5E. GEOGRAPHICAL TRANSFER:** When Employer transfers an employee from another area into Union's jurisdiction under this Agreement, the transferred employee will retain all seniority rights, but will not be entitled to exercise such rights with respect to layoff, recall, or promotion until the expiration of six (6) months after the date of transfer, at which time his or her seniority will be based upon the first (1st) day of employment by Employer, regardless of area. During such period of six (6) months, however, the transferred employee will accrue seniority rights in the new area from the date of transfer and will retain all seniority rights with respect to



layoff, recall, and promotion in the area from which he was transferred. No employee is required to accept a permanent transfer outside Union's jurisdiction unless approved by the employee.

**5F. LAYOFF AND RECALL:** Seniority will prevail in the selection of employees who must be subject to layoff and will be eligible for recall.

**1. Layoff:** If there is a layoff, the following procedures will be implemented:

- a. After all part-time hours in a classification that may be reduced to the minimum weekly guarantee, taking into consideration the needs of the business and the desire of employees for certain hours, have been reduced, the least senior full-time employee(s) being laid off may bump the least senior full-time employee(s) working in the same classification within Union's jurisdiction, except that the 2nd person in Meat and Produce and the Night Crew Chief may not be bumped.
- b. If the affected full-time employee elects not to bump (or is) the least senior full-time employee in his or her classification, he or she, at his or her option, may elect to take a temporary reduction to part-time, at the applicable rate of pay, in his or her store. Part-time employees may not be scheduled hours above the minimum while full-time employees are temporarily reduced to part-time unless unforeseen business needs arise, such as night crew shifts that cannot be filled otherwise. This will be based on his or her seniority and hours available for which he or she is qualified to work. If the employee does not make this election, he or she will be laid off.
- c. The least senior part-time employee(s) being laid off in the store may displace the least senior part-time employee in the same classification in the same manner as set forth in 1.a., above.
- d. Where an employee transfers from one classification to another the employees shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights with respect to layoff and recall until the expiration of six (6) months after the date of transfer, at which time his seniority will be determined according to Section 4A. If a layoff were to occur following a transfer between classifications, the employee would have the right to transfer back to his previous classification.

It is understood that in a layoff situation Employer, at its discretion, may layoff full time employee('s) according to the procedure set forth in 1.a., above, for the purpose of maintaining the thirty-five percent (35%) ratio of full-time employees described in Appendix A.

- e. Employer will not promote any employee, or hire any new employee, into a classification in which current employees are in layoff status (by which is meant either not working or taking a step down into a lower classification as

described in a. ii., above) until those employees have been recalled or terminated as provided in Section 5F.2., below.

- f. It is understood that a full-time employee accepting a part-time position in a layoff situation will be put on the top of the part-time schedule for the period of twelve (12) months.
- g. An employee that has been laid off for a period of twelve (12) continuous months will be administratively terminated.

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

**3. LAYOFF AND RECALL BY AREA:** Seniority shall be by County. There are currently two (2) geographical areas, Kern County and Santa Barbara County. Layoffs will occur by geographical area.

## **SECTION 6- WORK PERFORMANCE AND DISCIPLINE**

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

**6A. COUNSELING:** Supervisors will attempt to correct certain employee deficiencies by verbally counseling the employee on steps; which they must take to correct such deficiencies.

**6B. 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. Written warnings shall become null and void after six months from their date of issue, excluding time off due to an absence of any kind.

**6C. SUSPENSION:** A suspension is time off without pay to call the 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.

The Employer shall have the right to discharge any employee for just cause. If the employee feels that he has been unjustly discharged, he shall have the right of appeal, in writing, to the Adjustment Board through action of the Union within ten (10) business days after the date of said discharge.

Before a regular employee is discharged, suspended or issued an "in lieu of suspension" warning, or demoted for incompetency or failure to perform work as required, he shall receive a written warning (with 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. Suspension or "in lieu of suspension warning" for attendance or non-major policy violations shall become null and void after one (1) year from the date of issue.

**6D. TERMINATION:** 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.

**6E. DRUG TESTING:** The Employer may discharge or suspend an employee for just cause, and just cause shall include but not be limited to being under the influence of alcohol or unlawful narcotic while at work. The Employer retains the right to conduct testing for alcohol and narcotics use if probable cause exists to reasonably believe that the employee is under the influence of such substance during working hours.

The Employer shall reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program prior to any infraction/incident that is found to be actionable by employer. Employees who voluntarily admit to problems involving chemical dependency will be treated in a manner consistent with the treatment of any other health problem. They must enter an approved program of treatment and continue with the program until rehabilitated. The Employee Medical Assistance Program (EMAP) provides confidential help to those who suffer from alcohol or drug abuse and related personal and emotional problems.

## **SECTION 7 - GRIEVANCE PROCEDURE**

### **Step One: Grievance**

In the event an employee feels he has been unjustly suspended, 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 Manager. This procedure is the exclusive remedy for any claim arising out of, or concerning, the employee's employment or termination, and must be filed within ten (10) business days of the incident-giving rise to the grievance by the employee or his Union Representative. A meeting of the Store Manager, the employee, and his Union Representative will be arranged in an attempt to resolve the grievance.

If the grievance filed is for the purpose of interpreting the terms of this Agreement, the procedure used will be according to Section 6A. However, the parties, by mutual agreement, may substitute and use the procedure as outlined in Section 6A of this Agreement for the purpose of resolving disciplinary grievances.

### **Step Two: Board of Adjustments**

In the event that a satisfactory settlement is not effected, and these informal efforts at adjustments fail, the matter may be referred to a Board of Adjustment comprised of two (2) persons designated by the Employer and two (2) persons designated by the Union. Said Board shall meet with the complainant or his representative within ten (10) days after submission and shall render its decision or impose a settlement within forty-eight (48) hours after termination of such hearing. If the Adjustment Board decides or settles the dispute, said resolution shall be final and binding on the parties and any affected employee or employees.

### **Step Three: Arbitration**

If the Adjustment Board fails to settle or decide the dispute and the matter is deadlocked, the case may be referred to arbitration by either the Employer or the Union where the decision of the arbitration panel shall be final and binding on all parties. Notice by either party to the other of its desire to place the matter before an arbitration panel shall be submitted to the other party in writing, via USPS or email, within ten (10) days of the Adjustment Board. In the event neither party notifies the other of a desire to proceed to arbitration within the ten (10) days specified herein, then and in that case, the case shall be considered closed.

The arbitration panel will be selected by the grievant by drawing five (5) names from a hat of the persons covered by the Agreement. The decision of the panel shall be final and binding on all affected parties.

By mutual agreement of the parties, the arbitration may be conducted in any store covered by this Agreement, without regard to the store in which the grievance arose. This is at the option of the grievant and will be decided in advance of the arbitration date.

The Union may represent the grievant by any method it feels is appropriate but agrees to bear all costs of such representation.

In order to conduct a fair and impartial arbitration, the Employer and the Union will each designate a representative to act in a mediation capacity. Their purpose will be: first, to ensure that the panel is selected as spelled out in this Agreement; second, to give accurate instruction as to the purpose of the process; and third, to guarantee, that there will be no retaliation by either party.

The decision of the panel shall be within the scope and terms of this Agreement and shall not add to, alter, or amend this Agreement.

The parties agree that if, after one (1) year from the date of this Agreement, there is dissatisfaction with this Section, then either party may elect to substitute the procedure outlined below for the handling of grievances under this Agreement.

**7A.** If the Adjustment Board fails to settle or decide the dispute and the matter is deadlocked, the case may be referred to an impartial arbitrator by either the Employer or the Union and the decision of the impartial arbitrator shall be final and binding on all parties, providing said decision does not violate Section 1286.2 of the California Code of Civil Procedure. Notice by either party to the other of its desire to place the matter before an impartial arbitrator shall be submitted to the other party in writing within ten (10) days of notification by the Adjustment Board of its inability to decide the matter. In the event neither party notifies the other of a desire to proceed to arbitration within the ten (10) days specified herein, then and in that case, the case shall be considered closed.

**7B.** The arbitrator shall be selected from a panel provided by the Federal Mediation and Conciliation Service or upon mutual agreement.

**7C.** The expense of the arbitrator (including reporter expenses, if necessary) shall be shared equally by the Employer and the Union; provided, however, that each party shall bear the costs of its own presentation.

**7D.** The decision of the arbitrator shall be within the scope and terms of this Agreement and shall not change any of its terms and conditions, and said arbitrator has no power to add to, alter, or amend the Collective Bargaining Agreement.

**7E. WAGE CLAIM:** Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than ninety-one (91) days immediately before the date of Employer's receipt of written notice of such claim.

## **SECTION 8 - HOURS AND PREMIUMS**

**8A. WORK WEEK; PAYDAY:** The workweek will be from Monday through Sunday. Payday is Friday of each week. Union agrees that Employer may pay employees through a direct deposit. Employer will offer direct deposit on a voluntary basis, but Union agrees to encourage employees who are able to take advantage of it to do so. The work schedule will be posted no later than 12:00 noon on Thursday of the preceding week. All employees classified as full-time will be scheduled for no less than eight (8) hours per day and forty (40) hours per week. All part-time employees, except clerks helpers, covered by the terms of this Agreement will be scheduled for no fewer than twenty-four (24) hours per week. Each clerk's helper shall be offered at least sixteen (16) hours work in each week. There is a four (4) hour daily guarantee for all classifications.

Employees returning from an authorized leave of absence are to notify and provide proper medical release, where appropriate, to the Employer no later than Thursday at noon in order to

be assured of being placed on the following week's schedule. An employee's failure to report to management before 12:00 noon on Thursday after an authorized leave of absence or to report to management before 12:00 noon on Thursday and provide a medical release after being released from a doctor's care will result in no scheduled hours the following week.

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 (1 1/2) the straight time rate.

**8B. OVERTIME, SUNDAY AND HOLIDAY PREMIUMS:** Employees shall not be required to work over fifteen (15) minutes beyond their scheduled shift without one (1) hour prior notice of the possible need to do so. Notice does not, however, guarantee a right to any additional time. Overtime must be authorized by management and will be compensated for as follows:

1. All Hours worked in over eight (8) hours in a day or over 40 hours in one week are paid in compliance with California law at the rate of one and one-half (1 1/2) times the regular rate of pay, as defined by state and federal law, for the week in which the overtime is worked.
2. Hours worked in excess of forty (40) hours per week will be compensated at the rate of one and one-half (1 1/2) times the straight time rate.
3. A premium rate of one and one-third (1 1/3) times the straight time rate will be paid for work performed on Sunday. Clerk's Helpers hired after (CIRCA, 2008), will not be eligible for any Sunday pay.
4. A premium rate of fifty cents (50¢) on all regular hours will be paid to all employees, except Clerk's Helpers, for all hours worked between 10:00 p.m. and 6:00 a.m.; Clerk's Helpers shall receive twenty-five cents (25¢) on all hours between 10:00 p.m. and 6:00a.m.
5. The premium rate for work performed on those fixed holidays defined in Section 10, will be compensated at the rate of two and one-half (2 1/2) times the straight time rate (except for new employees hired on or after (Circa 2008).
6. A premium rate for new employees hired on or after (Circa 2008), for hours worked on a listed holiday to which they are entitled as specified in Section 10A.2 shall be payable at the rate of, \$1.00 more an hour.
7. Employees who are scheduled to work without ten (10) hours between shifts shall be paid a premium of time and one-half (1 1/2) times the straight time rate for such overlap time. Attendance at mandatory store meetings on the same day that an employee works shall not be deemed to constitute working a split shift.
8. The sixth day worked in a work week will be compensated at the rate of one and

one-half (1 1/2) times the straight time rate.

**9.** Overtime and other premiums will not pyramid.

**8C. MEAL PERIOD:** Employees are provided with meal periods in compliance with Save Mart's Meal Period Policy and California law. In the event of any conflict, California law shall prevail. In addition, each employee shall be released from work for his off-duty meal period before the end of the fifth (5th) hour of work, but no sooner than three (3) hours of the time of his reporting for work. Any employee who is given a meal period prior to three (3) hours into his shift or works in excess of five (5) hours without a meal period shall receive one and one-half (1 ½) times the employee's straight-time rate for hours worked between the meal period and the completion of the third (3rd) hour or one and one-half (1 ½) times the employee's straight-time rate for hours worked in excess of five (5) hours until a meal period is given. This one and one-half (1 ½) straight time rate payment is in addition to any required penalty pay for meal periods that begin after the fifth hour of work.

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

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

Notwithstanding the foregoing, in accordance with state law, an employee may agree that employee can waive his meal period on a shift that is over five (5) hours and less than six (6) hours. Any scheduled or extended shift that is more than five (5) hours up to and including a six (6) hour shift shall include two (2) unscheduled ten (10) minute breaks.

**REST PERIODS:** Employees are authorized and permitted to take rest breaks in compliance with Save Mart's Rest Period Policy and California law. In the event of any conflict, California law shall prevail. In addition, as set forth in the CBA, no employee shall be denied the right to necessary or required relief. All employees shall be allowed an unscheduled ten (10) minute break in the first (1st) half(½) of their shift prior to the meal period and an unscheduled ten (10)

minute break in the last half( $\frac{1}{2}$ ) of their scheduled shift prior to quitting time. If the shift is longer than 10 hours, additional rest period(s) will be authorized and permitted as set forth in Save Mart's Rest Period Policy.

#### **8D. OTHER PREMIUM PAY:**

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

1. An employee who is a Multi-Purpose Clerk at the experienced straight-time hourly rate of pay with the position of Night Crew Chief or 2nd Person (meat or produce) will receive one dollar (\$1.00) an hour above that rate. If an employee who is a Multi-Purpose Clerk is below the experienced straight-time hourly rate of pay, he or she will be advanced one thousand forty (1040) hours in his or her progression. Employees currently in the position of Lead POS will be grandfathered in the above provision. Any and all new employees put into the job assignment of Lead POS will not receive the above provision.

An employee who is a Multi-Purpose Clerk at the experienced straight-time hourly rate of pay or the step immediately below such step for a part-time Multi-Purpose Clerk employee with the position of Night Crew Chief or 2nd person (produce) will be advanced to the first (1st) step of the Multi-Purpose Clerk rates. He or she will remain there for one thousand forty (1040) hours and then progress through the remaining full-time steps. If such an employee is below either of these two (2) steps, he or she will, also, be advanced to the first (1st) step of the Multi-Purpose Clerk rates. He or she will, however, remain there for two thousand eighty (2080) hours and then progress through the remaining full-time steps. Any employee advanced to the full-time steps in accordance with either of the preceding sentences will count towards the required full-time ratio. If any employee so advanced is demoted, he or she will go back to the position, rate, and classification (hours will be applied to step progression) that he or she held before his or her promotion.

2. Multi-Purpose Clerk **Meat Apprentice:**

- a. Defined: A new classification is created, " Multi-Purpose Clerk Meat Apprentice". Multi-Purpose Clerk Meat Apprentice is an employee who performs Meat/Deli Clerk work and may be designated [one (1) employee at each store location], to assist a Meat Cutter in the performance of his or her duties and, after required training, do Meat Cutter relief work during holidays, vacations, leaves of absence, sick days, or when a regular Meat Cutter employed with Employer is not available for work.



b. Hours and Rate of Pay: When a Multi-Purpose Clerk Meat Apprentice is assigned to perform Meat Cutter duties, an eight (8) hour guarantee will apply for that shift. The rate of pay shall be at the next highest Meat Cutter (see Multi-Purpose Clerk, full-time) hourly rate above the Multi-Purpose Clerk Meat Apprentice's current Meat Clerk hourly rate of pay. All hours worked will apply to step raises within both classifications. An employee may be classified as a Multi-Purpose Clerk Meat Apprentice for no more than twenty-four (24) months, after which time he or she will be offered an Apprentice Meat Cutter's position or will be returned to a Meat Clerk position at his or her current Meat Clerk hourly rate of pay. All hours worked performing Meat Cutter duties will be credited at the time of promotion to the Meat Cutter classification. No current or future Meat Cutter will be laid-off or reduced in hours because of the use of the Schedule II Meat Apprentice classification.

## **SECTION 9- LEAVES OF ABSENCE**

**9A. GENERAL:** Without loss of seniority, personal leaves of absence, up to 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.

**9B. NON-INDUSTRIAL INJURY:** Leaves of absence under the CBA shall be granted as follows and in compliance with the Family Medical Leave Act, Americans with Disabilities Act, California Family Rights Act, and the California Pregnancy Disability Leave Act.

Employees who exceed two (2) consecutive weeks of absence due to non-industrial illness or injury will be administratively terminated, if said absence occurs within their first (1st) year of employment. A four (4) months' leave will be granted in the first (1st) year of employment for disability due to pregnancy, which will run concurrently with any local, state, or federal leave that might be available for the same. After one (1) year of employment, a non-industrial illness or injury leave may be granted up to twelve (12) months within a rolling twelve (12) month period, at the end of which the employee will be administratively terminated. If an employee returns to work before the end of the twelve (12) month period but leaves again within sixty (60) days for the same illness or injury or one stemming from it or associated with it, such injury or illness will be considered the same as the first and counted toward the maximum twelve (12) month absence. In order to qualify for a non-industrial leave, Employer requires medical documentation that substantiates the inability to perform normal duties without restrictions. Employer reserves the right to require that non-industrial leaves be evaluated by a doctor selected by Employer, at Employer's expense, to evaluate the employee's medical condition in relation to performing their normal duties with or without restrictions.

### **9C. SICK LEAVE:**

1. Any employee who has been in the active and continuous service of the Employer shall be entitled to sick leave after completion of the probationary period. Said sick leave shall

be accrued at the rate of four (4) hours per month for full-time employees. This benefit shall be prorated for part-time employees. Sick leave will be paid on all scheduled hours, contingent on accrued sick leave hours being available. Sick leave benefit payments will commence on the second day of absence unless hospitalized on the first day.

2. Sick leave will accumulate up to 144 hours. On the fourth (4th) and succeeding anniversaries, if the employee has over 144 hours of sick leave accumulation, he shall be paid for all hours exceeding 144 at the rate of one hour's pay for each two hours in excess of 144, payment to be based on his straight time hourly rate of pay. If there are fewer than two (2) hours in excess of 144, they shall be proportionately paid based on the preceding formula and the actual time in excess of 144 hours. On the seventh (7th) and each succeeding anniversary, if the employee has over the 144 hours of sick leave accumulation on such anniversary, he shall be paid all excess at his straight time hourly rate of pay.
3. An employee incurring an industrial injury will be granted leave as provided by applicable State and/or Federal law.
4. A doctor's certificate may be required before distribution of sick leave benefits. Sick leave benefits will be integrated with Worker's Compensation and State Disability Insurance benefits so that the combined total does not exceed average weekly compensation, using the prior six (6) week period as a base.
5. After seven (7) years of employment with the Employer, an employee who voluntarily quits will be eligible for pay-out of all unused sick leave at the rate of one hour's pay for each two hours.

**9D. BEREAVEMENT LEAVE:** An employee may take up to three (3) consecutive days off with pay to make funeral arrangements for members of his or her immediate family. Bereavement pay is calculated based on the employee's base pay rate at the time of absence, includes no special forms of compensation such as incentives, commissions, bonuses, or shift differentials, and, in the case of part-time employees, is based on twenty percent (20%) of the weekly average hours worked for the six (6) weeks immediately preceding the absence. For purposes of this paragraph, immediate family is defined as spouse, Registered Domestic Partner, mother, father, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, stepmother, stepfather, stepson, or stepdaughter.

**9E. JURY DUTY OR COURT APPEARANCES:** An employee will tell Employer as soon as the employee knows that he or she is being called for jury duty. Employer will change the schedule of an employee on jury duty so that his or her shift begins at the time of reporting for such jury duty. Employer will reschedule an employee regularly scheduled for night work to a day shift for the period of jury duty service. To the extent that it is within Employer's reasonable control, the rescheduled work shift, when combined with time spent for jury service, is not to exceed a total of eight (8) hours in a day. Employer agrees that time spent in awaiting impaneling for jury service is to be considered covered time under this provision. Employer will pay employees their regular straight-time hourly rate of pay during such jury duty, less jury pay

received. An employee who has jury duty will give Employer verification of his or her time spent and the fees paid to him or her. If Employer is unable to limit the daily number of hours to eight (8), the overtime rate of time and one-half (1 1/2) times the applicable straight-time hourly rate of pay will apply for all time in excess of the combined total of eight (8) hours. An employee will immediately report for work after being excused from jury duty service, provided there is sufficient time remaining on the daily work schedule to work for at least two (2) hours of the daily shift. An employee's failure to so report will render null and void any claim for jury service for that day.

**9F. APPEARANCES:** If an employee appears in court, at the police department, or other venue to testify for Employer on his or her days off, the employee will receive his or her basic straight-time rate of pay for the time spent in making such appearance, but such time shall not be considered as part of the work week under the terms of this Agreement.

**9G.** Observe both the universal military Training and Service Act and the Uniformed Services Employment Reemployment Rights Act.

## **SECTION 10- HOLIDAYS**

**10A.1 Employees Hired Before April 27, 2005:** In addition to the paid holidays set forth below, employees shall be given three (3) personal, paid days off. Employees must notify management of their request two (2) weeks prior to the dates requested. Employees may elect to take one (1), two (2), or three (3) 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. In order to be eligible for holiday pay, the employee must have completed his probationary period, must work within the holiday week, and must have complied with Section 10B, HOLIDAY WEEK, below.

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

The following are paid holidays:

New Year's Day	Three Personal Days (see	Thanksgiving Day
Christmas Day	above)	Memorial Day
Labor Day	Fourth of July	

The three (3) personal holidays are earned on January 1st of each year for employees hired prior to January 1, 2000. For employees subsequently hired, one holiday will be earned on each of the following dates: January 1st, May 1st, and September 1st of each year. A probationary employee will be eligible for one personal holiday upon completion of his probationary period after which he will earn future holidays according to the schedule described in this paragraph.

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.

If the Employer elects to open on a holiday, the Employer will staff its stores with volunteers if possible. If more employees volunteer than are needed, the Employer shall schedule employees by seniority. If an insufficient number of employees volunteer, the Employer shall schedule employees by inverse order of seniority.

The Employer does not intend to remain open on Christmas Day or after 7PM on Christmas Eve. If future circumstances cause the Employer to modify this position, the Union will be given no less than thirty (30) days' advance notice for the purpose of developing a mutually satisfactory method of staffing the store.

**10A.2 Employees Hired After April 27, 2005 and Effective as of January 6, 2008:** Sections 10A.1 and 10B do not apply to employees hired on or after (April 27, 2005). The provisions in this Section 10A.2 are the only holiday provisions applicable to employees hired on or after (April 27, 2005 and Effective as of January 6, 2008).

- 1. Floating Holidays for Employees Hired After April 27, 2005 and Effective as of January 6, 2008:** Employees who were hired on or after April 27, 2005 and effective as of January 6, 2008, and who are probationary employees are entitled to paid floating holidays as follows. The employees will be entitled to the employee's birthday holiday on the employee's first birthday after completion of twelve (12) consecutive months of employment with Employer. The employee will be entitled to the employee's employment anniversary holiday and the personal holiday after thirty-six (36) consecutive months of employment with Employer.
- 2. Notification Regarding Floating Holidays:** Employees must notify Employer of their request to use any one (1) of the floating holidays described above, at least two (2) weeks before the requested dates. Employees may elect to take one (1) or two (2) days off separately or consecutively. Employee and Employer will mutually agree on the selected days. None of these holidays may be carried over from one (1) year to the next.
- 3.** After an employee has worked six (6) months under the terms and conditions of this Agreement, he will be entitled to two (2) holidays: Thanksgiving and Christmas. After completing one (1) year of employment under this Agreement, the employee shall be entitled to one (1) more holiday: 4th of July. After completing eighteen (18) months of employment under this Agreement, the employee shall be entitled to an additional holiday: Labor Day. After an employee has completed a second (2) year of employment under this Agreement, the employee shall be entitled to New Years Day as a holiday. After the employee has completed three and one-half (3 1/2) years of employment under this Agreement, the employee shall be entitled to Memorial Day as a holiday.

4. In order for an employee to be paid for a holiday not worked, he must have completed his probationary period, have worked the schedule workday immediately before and the scheduled workday immediately following the holiday (unless his absence was expressly permitted by the Employer), and must have worked during the payroll period in which the holiday occurred.
5. All hours worked on a listed holiday shall be payable as provided in Section 10.

**10B. ADDITIONAL FLOATING HOLIDAYS:** Employees with at least twenty-five (25) years of service with Employer will receive two (2) additional floating holidays each year. The first (1st) holiday will be earned May 1 of each year, and the second (2nd) holiday will be earned on September 1 of each year.

**10C. 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) work day during the week in which the holiday falls except as modified by the second paragraph of Section 11C.

**SECTION 11 -VACATION ACCRUAL**

**Vacation Accrual for Employees hired before April 27, 2005**

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

**Vacation Accrual for Employees hired after April 27, 2005,**

- One (1) week of vacation after completing one (1) year of service.
- Two (2) weeks of vacation after completing three (3) years of service.
- Three (3) weeks of vacation after completing seven (7) years of service.

**Effective January 1, 2024-** add a 4th week of vacation after fifteen (15) years of consecutive employment for employees hired after April 27, 2005.

Thereafter, employees will follow the vacation schedule shown above. Employees must work at least one (1) year (twelve (12) consecutive months) to be eligible for any vacation entitlement or pay out.

**11A. VACATION PAY:** Vacations may not be waived, nor extra pay be received, by any employee for work performed for the Employer in lieu of taking earned vacation time. Vacations may not be accumulated from year to year. For the purpose of computing or prorating vacation

earnings, two percent (2%) of the employee's W-2 earnings for the calendar year during which it was earned will be the amount valued and paid for each week of vacation entitlement. Employees should request vacation dates prior to March 1st of each year.

**11B. SCHEDULE:** The Employer agrees to post the available vacation dates for each classification by January 1st of each year. If an employee fails to exercise his vacation selection right by February 1st, or has lost his prior selection by reason of less seniority, the employee may select from the remaining available periods. The selection of vacation periods must be completed by March 1st of each year. Vacations selected and approved by March 1st may not be cancelled unless mutually agreed by the Employer and the employee affected. If an employee fails to select his vacation by March 1st, that employee's vacation period may be assigned by the Employer.

**11C. PERIOD:** Vacation periods shall be granted between March 1st and November 1st 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 to each employee.

When a holiday falls during an employee's paid vacations, 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 weekly vacation pay allowance in advance immediately preceding the employee's vacation.

If during the year after the anniversary date of employment in 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.

Employees who have been in the continuous employ of the Employer for twelve (12) months or less at the time of termination shall not be eligible for pro rata vacation pay. All employees who have been in the continuous employ of the Employer for more than one (1) year at the time of termination, voluntary quit or layoff shall be eligible for pro rata vacation pay.

**11D. DAILY VACATION:** Employer will permit employees with at least two (2) weeks of vacation to use one (1) week of vacation in daily increments in any combination. For example, the employee may use one (1) day of vacation five (5) times; two (2) days of vacation and then one (1) day three (3) times; etc. until the five (5) days is exhausted.

## **SECTION 12- HEALTH AND WELFARE PLAN**

**12.A BENEFIT FUND:** The Employer shall make contributions to the Southern California United Food and Commercial Workers Union and Food Employers Benefit Fund to provide Plan B as such plan is currently designed and Plan 110 benefit coverage based on the same eligibility criteria (including Graduation and Step- up) as Plan(s) A and I 10 and with same employee co-premiums, respectively, are provided under the standard program of benefits as defined in the master industry agreement for the entire term of this successor agreement.

**SECTION 13- PENSION PLAN**

**13.A PENSION FUND:** The Employer agrees to contribute to the Southern California United Food and Commercial Workers Unions and Food Employers Joint Pension Trust Fund the same amounts as Food 4 Less/Foods Co. Said contribution shall provide the same pension benefits as provided to Food Less/Foods Co. participants as specified under the Alternate Program of Benefits established by the Trustees of the Pension Fund for said hourly contribution pursuant to that certain Resolution Regarding Establishment of Alternate Benefit Programs. The Employer and the Union agree to be bound by the terms and conditions of said Resolution.

**SECTION 14- STRIKES AND LOCKOUTS**

**14A.** During the term 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 or an award of an arbitrator or Board of Adjustment that has been finally confirmed by a court of competent jurisdiction.

**14B.** The no strike, no lockout pledges set forth in "14A" above, are enforceable irrespective or 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**

**15A.** No employee will suffer any reduction in wages, benefits, or conditions due to the signing and effect of this Agreement. If the state or federal minimum wage goes above any of the rates as defined in the wage chart, such rates would be adjusted to be twenty (20¢) above the minimum wage rate for Clerks' Helpers, and twenty-five cents (25¢) above the minimum wage rate for Multi-Purpose Clerks.

At the Employer's discretion, should a municipal minimum wage increase adversely affect an adjacent store not subject to the increase, the Employer may match the municipal wage increase for the adjacent store. The Employer shall notify the Union on advance of any such action.

**15.B RATIFICATION BONUS**

\$1000.00	<b>Full time</b> employees not in the progression steps
\$750.00	<b>Part-time</b> employees not in the progression steps
\$500.00	Employees in the progression steps

\$250.00	<b>Clerks' Helpers</b> with 1 or more years of service
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The Ratification Bonus is payable within thirty (30) days of ratification. Employees on a leave of absence will be paid within (2) weeks of returning to work.

**15B. E-COMMERCE PROGRAM- CLERKS HELPERS WORKING IN A HIGHER CLASSIFICATION**

1. Clerk's Helpers may work a portion of their work period in the MPC classification (including e-commerce work), provided their time working as an MPC is accounted for and paid for on the MPC progression based on their hours accumulated as an MPC, but no less than \$1.50/hour above their Clerk's Helper rate. All hours accumulated working in the MPC classification shall be credited upon promotion.
2. The maximum number of hours that Clerk's Helpers may work in a higher classification in any week, in any one (1) store, shall not exceed twenty percent (20%) of the total number of hours scheduled in the Clerk's Helper classification for that week. In the event of a violation, the most senior part-time employee in the MPC classification shall receive pay for the number of additional hours that were worked over the twenty percent (20%) up to forty (40) hours. If any balance of hours remains then that balance shall be paid to the next senior part-time MPC employee(s) until such balance is exhausted.
3. Three (3) violations of this provision in any one store within any ninety (90) day period shall result in that store being prohibited from using Clerk's Helpers in a higher classification for a period of ninety (90) days. The ninety (90) day penalty period shall be extended by thirty (30) days if there is a further violation during the ninety (90) day penalty period.
4. Grievances over this Section must be filed within fourteen (14) calendar days of the week in which the violation occurs. Claimed violations must be separately grieved to the Labor Relations department to be considered as one of the three violations.
5. This program is intended to provide the Company flexibility to implement an e-commerce program and shall not be used in a store which has not implemented e-commerce. Further, it shall not be used when any Clerks are reduced in classification, reduced from full-time status or laid off within said store.
6. The Company will provide documents necessary to audit the program at store level.

**SECTION 16- STORE VISITS**

**16A. STORE VISITS:** It is agreed by both parties hereto that the business representatives 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.

**16B. STORE REPRESENTATIVES:** The Employer recognizes the right of the Union to appoint store representatives. The Employer agrees to schedule two (2) store representatives 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- SEPARABILITY**

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, 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 the 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 that entire Agreement of the parties and concludes collective bargaining for its term unless specifically provided for elsewhere herein. The parties, for the term of this Agreement, voluntarily and unqualifiedly waive the right to require the other to bargain collectively with respect to any subject or item not specifically referred to or covered by this Agreement. Notwithstanding the foregoing, Union and Employer may, by mutual agreement, agree to discuss any term or condition of this Agreement and delete, change, or modify it. Union and Employer doing so will not, however, constitute their reopening for bargaining all of the terms and conditions of this Agreement or any term or condition they have not specifically agreed to discuss.

### **SECTION 19- SAFETY COMMITTEE**

19A. The Employer agrees that it will continue to provide a safe and healthy workplace and agrees to correct any unsafe condition or safety or health hazard to the extent reasonably possible. This includes the Employer's commitment to comply with all federal, state, and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents properly brought to its attention and to the extent reasonably possible to promptly remedy all hazards and unsafe conditions its investigation reveals. The Employer will furnish, at its expense, all safety and protective equipment required by applicable laws and agency regulations.

**19B.** The Employer shall establish a Health and Safety Committee. The Committee shall

include up to two (2) bargaining unit representatives chosen by the union from that store who shall be included in meetings and/or other activities of the Committee. Committee members shall be paid by the Employer for time spent at monthly Health & Safety meetings. The Employer may limit the time to two (2) hours per month. The committee may include up to two (2) company representatives as well.

**19C.** Committee members shall inspect facility conditions and bring any hazards or unsafe conditions to the Company's attention. Review and monitoring of the Employer's Disaster and Evacuation plan will be considered a function of the Committee. The Company agrees to correct hazards and unsafe conditions that Committee members bring to its attention promptly and to the extent reasonably possible.

**19D.** In the event an employee encounters an unsafe situation, the employee should first contact the person in charge or their store leader to make them aware of the situation. If no action is taken, or the supervisor's response is unacceptable to the employee, the employee may address their concern with the Committee.

**SECTION 20- CONTRACT TERM**

This Agreement shall be in full force and effect from October 10, 2021 - October 7, 2024. The 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. In the event such notice is given, this Agreement shall remain in effect during negotiations and until seventy-two (72) hours advance written notice by either party of its termination, but such notice may not be given sooner than seventy-two (72) hours before the expiration date. Failure to give such notice shall be regarded as a renewal, therefore, for the following contract year.

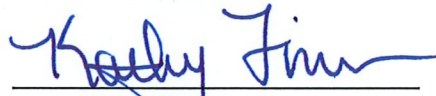
In witness hereof, each party has executed this Agreement on the date set forth below the signature of its authorized representative.

FOR THE EMPLOYER:



\_\_\_\_\_  
SAVE MART COMPANIES  
Kevin Sears, VP of Labor Relations

FOR THE UNION:



\_\_\_\_\_  
UFCW LOCAL 770  
Kathy A. Finn, President

Date: August 21, 2023

Date: 8/10/23

## APPENDIX 'A'

### **FULL-TIME STATUS ON A GEOGRAPHICAL BASIS:**

- A. Advancement of Food Clerks/Meat Cutters to Senior Food Clerks/Meat Cutters:** Food Clerks will be advanced to Senior Food Clerk vacancies only (i) at Employer's discretion or (ii) if the number of Senior Food Clerks regularly scheduled on a full-time basis falls below thirty-five percent (35%) of the total number of Food Clerks and Senior Food Clerks in the particular geographic seniority area. The Employer has no obligation to advance any Food Clerk to Senior Food Clerk unless he or she is qualified to perform the work, is available to work, has the requisite seniority and has completed at least four thousand one hundred sixty (4,160) hours of work with Employer. If Employer hires Senior Food Clerks, they will not be counted in the ratio of Senior Food Clerks to Food Clerks until their seniority would justify them having attained that status.
- B. Rapid Advancement:** If employees are advanced more rapidly than called for by the progression schedules, future advancement will be mandatory only if called for by total hours, as opposed to hours at that progression step.
- C. Meat/Deli Clerks:** Meat/Deli Clerks are not to be assigned production meat cutting. Production meat cutting is to be done by a Meat Cutter.
- D. Clerk's Helper:** A Clerk's Helper may not stock or price merchandise except carry backs, operate cash registers, perform normal janitorial work, perform office work, face shelves, or break down loads. 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.

### **EMPLOYEE STORE PURCHASE DISCOUNT:**

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

**APPENDIX B- WAGE CHART**

FOOD MAXX & UFCW 770- SOUTHERN CALIFORNIA WAGES RATES									
Classification	Current Position/Description	12/30/2020			New Steps	New Hours	4/29/2022	7/4/2023	7/1/2024
		Step	Wage						
							<b>\$2.00</b>	<b>\$1.00</b>	<b>\$1.25</b>
NIGHT CREW CHIEF	Grandfathered NCC/2nd Person		\$21.30				\$23.30	\$24.30	\$25.55
	Night Crew Chief		\$20.30				\$22.30	\$23.30	\$24.55
2nd Person Meat/Produce			\$20.30				\$22.30	\$23.30	\$24.55
GF Senior Key Carriers			\$20.80				\$22.80	\$23.80	\$25.05
GF POS Lead			\$21.30				\$23.30	\$24.30	\$25.55
FT Senior Clerk Grandfathered			\$20.30				\$22.30	\$23.30	\$24.55
							<b>\$2.00</b>	<b>\$1.00</b>	<b>\$1.25</b>
			\$19.30	<b>EXP</b>	<b>EXP</b>		\$21.30	\$22.30	\$23.55
		10	\$18.80	6	2040		\$18.80	\$18.80	\$18.80
		9	\$17.25	5	1560		\$17.25	\$17.25	\$17.25
		8	\$16.75	4	1040		\$16.75	\$16.75	\$16.75
		7	\$16.25	3	1040		\$16.25	\$16.25	\$16.25
		6	\$16.00	2	1040		\$16.00	\$16.00	\$16.00
		5	\$15.25	1	520		\$15.75	\$15.75	\$15.70
							<b>\$2.00</b>	<b>\$1.00</b>	<b>\$1.25</b>
			\$19.80	\$20.80		<b>EXP</b>	\$22.80	\$23.80	\$25.05
		10	\$19.30	\$20.30	5	2040	\$20.30	\$20.30	\$20.30
		9	\$17.75	\$18.75	4	1560	\$18.75	\$18.75	\$18.75
		8	\$17.25	\$18.25	3	1040	\$18.25	\$18.25	\$18.25
		7	\$16.75	\$17.75	2	1040	\$17.75	\$17.75	\$17.75
		6	\$16.50	\$17.50	1	1040	\$17.50	\$17.50	\$17.50
		5	\$15.75	\$16.75					
		4	\$15.50	\$16.50					
							<b>\$2.00</b>	<b>\$1.00</b>	<b>\$1.25</b>
						<b>EXP</b>	\$21.30	\$22.30	\$23.55
			\$19.30			1560	\$19.30	\$19.30	\$19.30
		5	\$18.80			1560	\$18.80	\$18.80	\$18.80
		4	\$17.25			1560	\$17.25	\$17.25	\$17.25
		3	\$16.75			1560	\$16.75	\$16.75	\$16.75
		2	\$16.25			1040	\$16.25	\$16.25	\$16.25
		1	\$16.00			1040	\$16.00	\$16.00	\$16.00
			\$14.20				\$15.20	\$15.20	\$15.20

\*Above Scale Employees will receive the same contractual increases within their respective Classifications.

\*Eliminate the first three progression steps in the MPC classification with the first step wage rate commencing at \$15.75. Total progression hours to be 7,800 within the classification.

Previously worked hours shall be credited for purposes of advancement in new wage progressions. All references to Key Carrier Premium to be deleted and transition all Key Carriers to wage chart.

**Key Carrier Notes:**

- Key Carriers (training or full) at or below \$17.50 move to \$17.50
- Key Carriers at \$17.75 stay at \$17.75
- Key Carriers at \$18.25 stay at \$18.25
- Key Carriers at \$18.75 stay at \$18.75
- Key carriers at \$19.30 move to \$20.30

**Wage Increases**

Experienced MPC and above rate only, except Clerk's Helpers:

Effective 04/29/2022	\$2.00
Effective 07/04/2023	\$1.00
Effective 07/01/2024	\$1.25

**LETTER OF AGREEMENT  
BETWEEN  
THE SAVE MART COMAPANIES  
(dba, FOODMAXX)  
AND  
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 770**

**THIS AGREEMENT** is entered into by and between **UFCW LOCAL 770**, hereinafter referred to as the Union, and **THE SAVE MART COMPANIES, dba FOOD MAXX**, hereinafter referred to as the Employer.

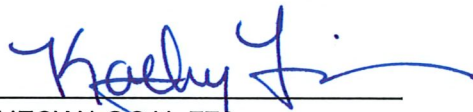
The parties agree that during the construction of the current Collective Bargaining Agreement there may have been inadvertent omissions, deletions, or other unintended consequences. The parties agree that in the event of an error or omission the parties will refer to the signed Memorandum of Agreement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

FOR THE EMPLOYER:



\_\_\_\_\_  
SAVE MART COMPANIES  
Kevin Sears, VP of Labor Relations

FOR THE UNION:



\_\_\_\_\_  
UFCW LOCAL 770  
Kathy A. Finn, President

Date: August 21, 2023

Date: 8/10/23