

**Brea, Ca.
Meat and Delicatessen
Service Center Agreement
(Meat Plant Bargaining Unit)**

March 7, 2021 – March 7, 2026

Between

Albertson's, LLC

and

UFCW Local 324

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MEAT AND DELICATESSEN SERVICE CENTER AGREEMENT

Effective March 7, 2021 through March 7, 2026

THIS AGREEMENT is entered into this 7th day of March 2021 by and between ALBERTSON'S, LLC, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 324 (MEAT PLANT BARGAINING UNIT), hereinafter referred to as the "UNION."

ARTICLE 1 – RECOGNITION

The undersigned Employer recognizes the Union as the exclusive representative for purposes of collective bargaining of its employees employed in the below-specified bargaining unit:

All production, maintenance and sanitation, and shipping and receiving employees employed by Albertson's, LLC in its Meat Service Center located at 206 North Puente, Brea, California; excluding the Plant Manager, Assistant Plant Manager, Production Supervisor, Shipping Supervisor, Shipping and Receiving Accounting Clerks, Professional Employees, Confidential Employees, Office Clerical Employees, Janitors, Guards, Watchmen and Supervisors as defined in the Act, as amended.

ARTICLE 2 - UNION SECURITY

A. All employees covered by this Agreement shall, on and after the thirtieth (30th) day following the beginning of their employment, or the effective date of this Agreement, whichever is the later, become members of the Union and retain such membership during the period of this Agreement as a condition of employment, subject to the conditions of Section 8 (A) (3) of the Labor-Management Relations Act of 1947, as supplemented and amended.

B. FIVE-DAY NOTICE. It is further agreed that if an employee becomes delinquent in his union dues, the Employer will, upon written notice to the Employer, dismiss said employee unless within five (5) working days, the employee shall have paid up the delinquent dues.

C. DUES DEDUCTION. The Employer agrees to deduct the regular monthly Union dues and initiation fees uniformly required as a condition of membership in the Union on a weekly basis from the wages of each employee covered by this collective bargaining agreement who has completed thirty (30) days of employment and has provided the Employer with a voluntary individual written authorization to make such deductions on a form that has been mutually agreed upon by the Employer and the Union. Such deductions, when authorized, shall be made from the net wages due an employee each weekly pay period, and shall be transmitted to the Union's office no later than the fifteenth (15th) day of the month following the month in which such deductions were made. The deduction shall be expressly limited to regular monthly Union dues and initiation fees only and the Employer shall have no obligation of whatsoever nature to make deductions for any other purpose, including but not limited to, reinstatement fees, special dues, special assessments, fines, political contributions, strike funds or other assessments. Such deductions as referenced above, shall include political contributions and, by mutual agreement, weekly deductions for deposits or payments to a local credit union.

D. The Union hereby agrees to indemnify and hold harmless the Employer for any and all back pay resulting from the Employer's termination of an employee pursuant to the Union's request for such termination.

E. BULLETIN BOARD. Space shall be provided to the Union on a bulletin board conveniently accessible to the employees for the posting of meeting notices.

ARTICLE 3 - HIRING

A. NOTICE OF JOB OPENINGS. The Employer shall have the right to hire any person as a new employee.

B. NOTICE OF NEW EMPLOYEES. The Employer agrees to notify the Union within ten (10) days of new hires. Such notice shall include the address of the new hires.

C. PROBATIONARY PERIOD. The first ninety (90) calendar days of any employee's employment shall be probationary, but no employee shall be laid off during such probationary period to avoid his classification as a regular employee. During the probationary period, an employee may be terminated for any reason and shall have no recourse concerning such termination to the grievance and arbitration procedures set forth in this Agreement. However, if a probationary employee takes sick leave or any other leave, including a workers' compensation leave, or the employee works on light duty, the time spent on leave or working light duty will not count toward satisfaction of the 90 day probationary period."

All employees covered by this Agreement shall, on or after the 31st day following the beginning of their employment, or the effective date of this Agreement, whichever is the later, become members of the Union and retain such membership during the period of this Agreement as a condition of employment, subject to the conditions of Section 8 (A)(3) of the Labor Management Relations Act of 1947. All new employees during the ninety (90) calendar day probationary period shall receive all benefits found in this Agreement.

In instances where the Employer has been unable to verify information required by the application for employment, the trial period set forth above shall be extended upon request to the Union until the required information is received but in any event not to exceed a maximum of thirty (30) additional days.

D. NON-DISCRIMINATION. The Employer and the Union agree to comply with the applicable state and federal laws and regulations regarding non-discrimination.

Whenever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender as well.

E. The Employer agrees to notify the Union in writing of all terminations and transfers within ten (10) days of such termination or transfer.

ARTICLE 4 - DISCHARGE

A. No employee covered by this Agreement shall be suspended, demoted or dismissed without just and sufficient cause. Any employee claiming unjust dismissal, demotion or suspension shall make his claim therefore to the Union within seven (7) days of such dismissal, etc., otherwise no action shall be taken by the Union. If, after proper investigation by the Union, it has been found that an employee has been disciplined unjustly, he shall be reinstated with full rights and shall be paid his wages for the period he was suspended, demoted or dismissed. Investigation and settlement of any claim shall be made within fourteen (14) days of the making of such complaint by the employee.

B. In case any claim is not settled within the above fourteen (14) day period or any agreed-upon extension thereof, then either party within an additional fourteen (14) days may refer said claim or grievance in connection with this article to the grievance and arbitration procedures of this Agreement. Failure to comply with the time limits set forth in Paragraph A above shall render any claims null and void.

C. Employees may be discharged for failure to perform work as normally required or for personal misconduct, such as intoxication, dishonesty, insubordination or violation of posted or published reasonable company rules.

Employees who are discharged for failure to perform work as normally required shall first have had a prior warning in writing of a related or similar failure to perform work as normally required with a copy sent to the Union. Said notice shall be mailed to the Union within fourteen (14) calendar days after receipt of the warning notice by the employee. The employee shall be required to initial such notice, but initialing shall in no way constitute agreement with the contents of the notice.

A discharged employee shall be informed at the time of discharge of the immediate cause. This information shall be confirmed in writing promptly upon request.

ARTICLE 5 - EMPLOYEE RIGHTS AND UNION PRINCIPLES

A. It shall not be a violation of this Agreement nor cause for discharge or disciplinary action for any employee to refuse to cross a legitimate, bona fide, primary picket line sanctioned by the Southwestern Regional Council of the United Food and Commercial Workers International Union, AFL-CIO and CLC. (Meat Plant Bargaining Unit).

B. A picket line wherein the Union involved is not affiliated with the United Food and Commercial Workers International Union, AFL-CIO and CLC. (Meat Plant Bargaining Unit) and has not been established or recognized as the bargaining representative or offered proof of majority representation of the employees involved, or where there is no strike against nor lockout by the Employer being picketed, shall not be considered "bona fide" for the purpose of this article.

C. The parties hereto intend that the operation of this clause shall not include picket lines placed on any of the Employer's operations that are directed against financially affiliated companies which are not operationally related to the Employer covered by this Agreement.

D. In the event of such picketing at the Employer's place of business, work shall continue for a period of time necessary to clear or remove perishable products from the Plant, not to exceed seventy-two (72) hours from the commencement of such picketing.

ARTICLE 6 - SENIORITY

A. Seniority shall begin with an employee's date of employment and shall be recognized within job classifications on a Plant-wide basis. In the event of a reduction in force, the least senior employee within job classifications shall be the first to be laid off, qualifications and ability to perform the work being equal. Employees who have been promoted to higher rated classifications and who are subsequently displaced as a result of layoff shall be entitled to exercise their seniority over employees in the former classifications.

An employee who is being laid off as the result of a permanent reduction in force in accordance with the preceding paragraph may also be entitled to exercise his seniority over the least senior employee employed in a lower classification provided he possesses the necessary qualifications, ability to perform the available work and is more senior than the employee to be displaced. The employee who is displaced by a senior qualified employee as provided in this paragraph shall be laid off unless he possesses seniority rights in a former classification in accordance with the preceding paragraph.

Notwithstanding the above, it is agreed that an employee shall not be entitled to displace an employee in the "Maintenance Mechanics," "Forklift Operators" and "Order Selector" classifications, except as specifically provided for in Paragraph 1.

A senior employee, who exercises his seniority rights, as provided for in this section, shall receive the contractual straight-time hourly rate of pay for the classification that he bumps into. If a senior employee does not elect to exercise the seniority rights provided for in this section, he shall be laid off.

B. An employee absent due to layoff in excess of thirty (30) consecutive or nonconsecutive days shall retain but not accumulate seniority and vacation rights during the period he is absent up to a maximum period of twelve (12) months. Absence of less than thirty (30) days due to layoff shall not interrupt seniority or vacation rights.

C. Ability and qualifications being equal, seniority shall also apply to promotions, except that employees may be promoted to Working Foreman without reference to seniority.

In advancement of employees, seniority shall be the primary but not necessarily controlling factor. When a promotional vacancy of more than four (4) weeks' duration is created, the Employer shall post a notice of said vacancy and in selecting the employees to be promoted, give primary consideration to seniority, provided the employee in question has no deficiencies which prevent his performing the work in question.

Any employee who is promoted pursuant to this paragraph shall be allowed a forty-five (45) day trial period at the rate of pay of his former job. By mutual consent, the forty-five (45) day trial period may be extended for an additional week. If he fails to fulfill the requirements of the new job within the forty-five (45) day period, he shall be returned to his former job without loss of seniority. If he remains on the new job, his pay shall be adjusted retroactively to the time of promotion.

Vacancies created by the promotion need not be posted. Employees interested in filling such vacancies shall make their interest known to supervision at the time the vacancy occurs.

The Company and Union agree that the position commonly known as the "salvage" position will be posted for bidding following the ratification of this Agreement. The position commonly known as "wrap and pull" will be eliminated starting with the 2026 annual bid.

D. Preference for vacation selection shall be in accordance with seniority and shall apply within job classifications.

E. All disputes in connection with the provisions of this section shall be subject to the grievance and arbitration procedure. Any claim or grievance that the Employer has improperly applied the terms of this Article 6, shall be null and void unless such claim or grievance is brought to the attention of the Employer in writing within ten (10) calendar days of the occurrence giving rise to the claim or grievance.

F. Break in continuity of service and cancellation of seniority will result from any of the following:

1. Quit
2. Discharge
3. Layoff for more than twelve (12) months
4. Failure to return in accordance with the terms of a leave of absence or when recalled after a layoff

G. Employees working under a retail agreement between the Employer and locals of the United Food and Commercial Workers International Union (Meat Cutters Bargaining Unit) who are transferred into the Plant shall retain seniority in the area from which the transfer is made for a period of three (3) months. Following such three (3) month period, all seniority accumulated by the transferred employee while in the Employer's employ shall apply in the Meat Service Center. For the three (3) month period following the date of such transfer, no Plant employee in the same classification shall be laid off as a direct result of the transfer of the retail employee.

H. The Employer further agrees to supply a seniority list to the Union, upon request, such requests not to exceed two (2) per year.

I. A part-time employee will be given a seniority date effective with the first (1st) day he is regularly assigned to the bargaining unit. Seniority possessed by a part-time employee will have application only in relation to other part-time employees. A part-time employee who is assigned to full-time work will be given his most recent hire date as his seniority date (i.e., retroactive to his hire date in the Plant) effective with the date of such assignment. Seniority shall prevail among part-time employees for full-time openings that occur within their job classification, provided the senior employee has the abilities and qualifications to perform the work.

Commencing with the thirty-first (31st) day of service in the bargaining unit, a full-time employee will have seniority over a part-time employee, irrespective of length of service in the bargaining unit.

The union security provisions regarding union membership as, set forth in Section A of Article 2 - Union Security of this Agreement shall apply to part-time employees hired under this Agreement.

ARTICLE 7 - VETERANS REEMPLOYMENT RIGHTS

The Employer agrees to abide by the Universal Military Training and Service Act, and all amendments thereto, and individuals employed since the veteran's induction into the armed service shall consent to being laid off to make way for that veteran.

ARTICLE 8 - LEAVE OF ABSENCE

A. ILLNESS AND INJURY.

1. Leave of absence shall be granted up twelve (12) months for sickness or injury occurring off the job or for pregnancy for any employee who has been with the Employer one (1) year or more. Leave of absence for injury on the job shall be granted up to twelve (12) months to any employee, regardless of date of employment.

2. In cases of leave of absence for any illness or injury, when an employee is physically unable to return to the job within the twelve (12) month period, the employee shall be given preference for employment when a vacancy occurs in a position for which he can qualify if he applies for reemployment within six (6) months from the expiration of his leave of absence.

3. An employee absent due to any of the reasons specified in Sections 1 and 2 above in excess of thirty (30) days, whether consecutive or nonconsecutive, shall accumulate seniority and vacation rights during the aforementioned thirty (30) days he is absent, but thereafter shall retain but not accumulate seniority and vacation rights. In the case of absences of less than thirty (30) days due to any of the above, seniority and vacation rights shall accumulate during such period. For absences due to injury on the job, seniority and vacation rights shall accumulate during any absence to a maximum of thirty (30) days for each absence.

4. An employee on leave of absence as set forth above due to illness or injury occurring either on or off the job or pregnancy shall be returned to a position comparable to the one held prior to his leave of absence provided that the employee is physically able to efficiently perform work comparable to that which he performed prior to such leave of absence.

B. OTHER PURPOSES.

1. Upon written request of an employee, leave of absence may be granted for purposes other than those set forth in this Article. Terms of all leaves of absence shall be set forth in writing. Any employee who accepts or solicits other employment during such leave of absence shall be subject to discharge.

2. The Employer agrees to grant a leave of absence up to thirty (30) days in the case of personal emergencies or death in the employee's immediate family.

3. The Employer and the Union agree to allow employees to exercise leave of absence rights in accordance with state and federal "family care leave" laws. Any such leave shall not create any new right(s) for any employee under this Agreement.

C. UNION BUSINESS.

An employee in good standing with the Employer, whose acceptance of employment with the Union takes him from his employment with the Employer, shall, upon written request to the Employer by the Union, receive a leave of absence for the period of his service with the Union, of not less than thirty (30) days nor more than one (1) year. A Union's request for such a leave of absence, and for the return of an employee to work at the conclusion of such a leave, shall each be served upon the involved Employer, in writing, a minimum of two (2) calendar weeks immediately preceding the date of the proposed commencement of the requested leave and the proposed return to work, respectively. Not more than two (2) employees shall be given such a leave during the same period of time. An eligible employee shall not be granted more than one (1) such leave of absence during the term of this Agreement, nor shall such a leave of absence be granted to an employee who, at the time of his request for such leave of absence, is on a leave of absence from the Employer for any other reason. Upon his return, he shall be reemployed at work similar to that in which he was engaged immediately prior to his leave of absence. During the period of the authorized leave of absence, the Union shall be obligated to make Trust Fund contributions on behalf of the involved employee."

ARTICLE 9 - WORKWEEK

A. 1. **WORKDAY.** Eight (8) hours in a period of nine (9) hours with one (1) hour off for lunch, or eight (8) hours in a period of eight and one-half (8½) hours with a one-half (½) hour off for lunch, shall constitute the basic workday.

2. **WORKWEEK.** Except as set forth below, the workweek for regular, full-time employees will consist of any five (5) consecutive eight (8) hour days, Sunday through Saturday.

The workweek for regular, full-time Maintenance and Sanitation employees shall consist of any five (5) eight (8) hour days out of six (6), Sunday through Saturday.

Throughout the life of the Agreement, time and one-half (1½) the contractual rates of pay in effect on October 4, 1999, shall be paid for any hours worked on Sunday between the hours of 12:01 a.m. and 11:59 p.m.

3. Forty (40) hours shall constitute a regular workweek for regular, full-time employees.

4. All work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at the rate of time and one-half (1½) the employee's regular straight-time rate, in addition to the night shift premium where applicable. Work performed in excess of eight (8) hours on Sundays or holidays shall be paid for at the rate of time and one-half (1½) the employee's regular straight-time hourly rate of pay or at the applicable Sunday or holiday pay, whichever is the higher. Employees shall be paid time and one-half (1½) their regular straight-time hourly rate of pay for all hours of work that they may perform on their seventh (7th) consecutive date worked in a workweek.

5. Overtime work in excess of two (2) hours on any given eight (8) hour shift, exclusive of the Meal Period, shall be compensated for at the rate of double time (2x) the employee's regular straight-time hourly rate of pay.

6. Any employee called in to work on the sixth (6th) or seventh (7th) day of his workweek shall be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at the appropriate rate.

B. All employees shall receive a fifteen (15) minute uninterrupted rest period twice each day. Such uninterrupted rest period shall be granted as near the middle of the first four (4) hours and the middle of the second four (4) hours of the shift as feasible. All employees working four (4) ten (10) hour days will be given one (1) fifteen (15) minute uninterrupted rest period after completing one (1) hour of overtime.

C. Except in the case of emergencies, there shall be a lapse of ten (10) hours between the end of an employee's shift (including overtime) and the beginning of his next shift.

D. Employees working more than five (5) hours without taking time off for lunch shall be paid at the rate of time and one-half (1½) per hour for all time worked over the five (5) hour period until a lunch period is given. Further, in instances where there is a mechanical breakdown within fifteen (15) minutes of a scheduled break or thirty (30) minutes of a scheduled lunch period, the Employer may, at its option reschedule such break or lunch time in accordance with operational requirements of the Employer.

E. There shall be no time off in lieu of overtime pay.

F. Any employee who is off for sickness or injury or who has been granted time off by the Employer for other reasons, before reporting back to work is required to call his supervisor at least twelve (12) hours in advance of such employee's regularly scheduled daily starting time. When the employee gives such notice and the absence is less than one (1) week the employee shall be returned to work on his next scheduled shift. If the absence is longer than one (1) week, the employee is required to notify the Employer of his availability to return to work no later than Thursday preceding the week in which he is to return. If the employee fails to comply with the above notice requirements, the Employer shall not be required to put the employee to work until the notice requirements are fulfilled.

G. Employees whose regular work shift falls between the hours of 6:00 p.m. and 6:00 a.m. shall receive, in addition to their regular straight-time rate, twenty cents (20¢) per hour for the full eight (8) hour shift.

H. All extra employees ordered to work shall be guaranteed four (4) hours' pay. Overtime to start after eight (8) hours in any one (1) day.

With respect to part-time employees, it is understood that such employees are hired to work less than forty (40) hours a week. Schedules and work guarantees of part-time employees shall be governed by the preceding paragraph.

Maintenance Mechanics who are called back to duty after the end of their regular shift shall be guaranteed four (4) hours' work or four (4) hours' pay in lieu thereof.

I. The Employer shall post a work schedule designating the starting and ending of the daily and weekly shifts. Such schedules shall be posted not later than the end of the first shift on Friday preceding the first day of the following workweek.

J. The employee shall accurately record all time worked on Albertson's time clock. The employee's time record shall be available to an authorized union representative for inspection upon request.

All time worked shall be reported in full as required by this Agreement and by law. Any employee failing to comply strictly with the requirements for reporting time worked shall be subject to the same discipline as followed with respect to any other violation of company rules and procedures.

K. **INTERRUPTION OF OPERATIONS.** In the event operations cannot commence or continue when so recommended by civil authorities, or public utilities fail to supply electricity, water or gas, or the interruption of work is caused by an Act of God, the foregoing guarantees shall not be applicable.

L. **FOUR TEN-HOUR DAYS.** Where ten (10) hour shifts are required and/or available, such shifts shall be offered, once each year, to the most senior, qualified employees within the classification.

1. Ten (10) hours shall constitute a day's work, and shall be completed within ten and one-half (10 ½) hours.

2. Ten (10) hours' work per day shall be offered such employee. When an employee requests to work less than ten (10) hours per day, he shall be paid at his regular hourly rate for the time actually worked.

3. All such employees shall receive at least two (2) consecutive days off each calendar week. Work performed on either one of the consecutive days off shall be on a voluntary basis only.

4. When a holiday falls on an employee's regular scheduled day of work, and he is not required to work on that day, and his regular scheduled workweek consists of four (4) ten (10) hour days, he shall be paid as holiday pay, ten (10) hours' pay on that day and that shall be considered as ten (10) hours worked for the purpose of computing overtime in that workweek.

5. When a holiday falls on an employee's regular scheduled day of work and the employee works on that day, he shall be paid as holiday pay, eight (8) hours' pay for that day and shall be paid in addition, at the contract rate of pay for the number of hours that he actually works.

6. When a holiday falls on a day other than an employee's regularly scheduled day work, and he does not work, he shall receive as holiday pay eight (8) hours.

7. In the event a holiday falls on a day other than an employee's regularly scheduled day of work, and the employee is required to work, he shall be paid time and one-half (1½) for working that day plus holiday pay of eight (8) hours.

8. Employees working four (4) ten (10) hour days, shall be paid at the rate of time and one-half (1½) the employees' regular straight-time hourly rate of pay for the first (1st) ten (10) hours on the fifth (5th) and sixth (6th) days worked in a workweek. All hours worked after ten (10) hours on the fifth (5th) and sixth (6th) days shall be at double (2x) times the employee's regular straight-time hourly rate of pay.

M. Part-time employees working in the Brea Meat/Deli Warehouse will not have a guarantee of two (2) consecutive days' off the week before any of the six (6) contractual holidays, the week of the six (6) contractual holidays and the week after the six (6) contractual holidays.

ARTICLE 10 - CLASSIFICATIONS AND RATES OF PAY

A. WAGES. The following minimum straight-time hourly rates of pay will be in effect for all indicated classifications of employment as of the dates listed below.

CLASSIFICATIONS

Working Foreman: Working Foreman shall receive twenty-five (25¢) per hour above the highest contract rate supervised.

	<u>3/7/2021</u>	<u>3/6/2022</u>	<u>3/5/2023</u>	<u>3/3/2024</u>	<u>3/2/2025</u>
Floor & Stockman & Order Selector - (Shipping & Receiving)					
1st 2080 Hours Worked (70%)	\$21.21	\$21.56	\$21.91	\$22.26	\$22.61
2nd 2080 Hours Worked (80%)	\$24.24	\$24.64	\$25.04	\$25.44	\$25.84
3rd 2080 Hours Worked (90%)	\$27.27	\$27.72	\$28.17	\$28.62	\$29.07
Thereafter	\$30.30	\$30.80	\$31.30	\$31.80	\$32.30
	<u>3/7/2021</u>	<u>3/6/2022</u>	<u>3/5/2023</u>	<u>3/3/2024</u>	<u>3/2/2025</u>
Forklift Operator					
1st 2080 Hours Worked (70%)	\$21.21	\$21.56	\$21.91	\$22.26	\$22.61
2nd 2080 Hours Worked (80%)	\$24.24	\$24.64	\$25.04	\$25.44	\$25.84
3rd 2080 Hours Worked (90%)	\$27.27	\$27.72	\$28.17	\$28.62	\$29.07
Thereafter	\$30.30	\$30.80	\$31.30	\$31.80	\$32.30

	<u>3/7/2021</u>	<u>3/6/2022</u>	<u>3/5/2023</u>	<u>3/3/2024</u>	<u>3/2/2025</u>
Sanitor					
1st 2080 Hours Worked (70%)	\$16.63	\$16.98	\$17.33	\$17.68	\$18.03
2nd 2080 Hours Worked (80%)	\$19.00	\$19.40	\$19.80	\$20.20	\$20.60
3rd 2080 Hours Worked (90%)	\$21.38	\$21.83	\$22.28	\$22.73	\$23.18
Thereafter	\$23.75	\$24.25	\$24.75	\$25.25	\$25.75
Sanitor Hired Prior to 11/14/86	\$28.06	\$28.56	\$29.06	\$29.56	\$30.06

It is understood and agreed that Floor Man and Stock Man classification is a separate classification from the Order Selector classification.

Sanitors: Sanitors are permitted the use of forklifts to move pallets to clean pick slots.

Working Foreman: When an employee is designated by the Employer as a Working Foreman in any given department, he shall be paid twenty-five cents (25¢) per hour above the highest contractual rate of pay of the employees supervised. The Working Foreman is defined as an employee who regularly performs bargaining unit work in addition to his supervisory functions. Nonbargaining unit supervisors are not precluded from doing bargaining unit work in special situations such as training, demonstrations and unpredictable absenteeism. Except in special situations as set forth above, it is not the intent of the parties or of this Agreement that nonbargaining unit personnel be used to replace or substitute for bargaining unit employees.

Fork Lift Operator: This classification of employment shall be applicable to those employees who regularly spend eighty percent (80%) or more of their time on a weekly basis in the operation of a forklift.

It is further agreed that should the need arise to add any new classification(s), negotiations for said classification(s) shall reopen within thirty (30) days.

B. The payment of overtime hours and premium pay shall not be compounded or pyramided, i.e., overtime and/or premium pay shall not be paid twice for hours worked and premium rates shall not be increased by operation of overtime provisions.

C. Any employee temporarily working in a higher classification for two (2) hours or more during a work shift shall be paid the rate for the time actually worked in each classification. Any employee regularly scheduled and working two (2) or more classifications during a workweek shall have his rate established at the rate for the highest classification so worked.

D. Scheduled overtime over two (2) hours per day shall be on a voluntary basis.

The Employer will notify employees of unscheduled overtime as early as is practical, but in no event later than four (4) hours before the end of the scheduled shift on the day such overtime is to be worked, except in cases of emergencies beyond the Employer's control such as power outages, mechanical breakdowns, etc. Except as provided below, unscheduled overtime over one (1) hour per day shall be on a voluntary basis.

The Employer has the right to determine whether overtime work shall be required and the number of employees that will be required in each classification of employment to perform such overtime work. Required scheduled daily overtime in excess of two (2) hours and unscheduled daily overtime in excess of two (2) hours shall be offered to the senior qualified employees in the classifications that are needed. Unscheduled overtime over two (2) hours will be assigned by seniority from employees who sign up on a daily list that will be posted by the mid-point of the shift. If, however, an insufficient number of employees sign up on any given day, unscheduled overtime will be assigned at management's discretion.

Subject to the Employer's work force requirements, an employee will be excused from overtime work for reasonable excuse, provided he has requested such excuse by the start of his shift on the day in question. If the employee is not excused, the Employer shall notify him of that fact prior to his lunch hour. In any event, an employee shall be excused from overtime work without such notice for a compelling reason, such as personal illness or injury or other unforeseen emergencies that would clearly make it impossible for the employee to work such overtime work.

Part-time Employee Ratio: The Employer shall maintain a ratio which does not exceed one (1) regular part-time employee for each three (3) regular full-time employees (25%), or fraction thereof, employed by the Employer in the bargaining unit covered by the parties' Agreement. Probationary employees shall not be considered in calculating the 3:1 ratio.

ARTICLE 11 - CLOTHING, EQUIPMENT AND SAFETY

A. It is agreed that the Employer will furnish his employees with all necessary linens, and have same laundered. The Employer will provide adequate clothing for work in freezers. An employee will at all times be held fully accountable for such equipment and clothing that is issued to him, as well as their proper care and maintenance and replacement in the event that they are lost. An employee, who is laid off and/or quits and/or terminated, will be required to return to the Employer the equipment and clothing that has been issued to him in good condition prior to the receipt of his last paycheck and/or any regular or pro rata termination pay that he may be entitled to or have the replacement cost of such equipment or clothing deducted from the same.

B. Employees shall be required to use safety equipment that is provided by the Employer and any employee refusing or failing to fulfill this requirement will be subject to the same discipline followed with respect to any other violation of company rules or procedures.

ARTICLE 12 - HOLIDAYS

A. The following days have been agreed upon as holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Personal Holiday
Labor Day	Anniversary Date
	Employee Birthday

or the days observed as such holidays. Employees shall be paid at the rate of an eight (8) hour day for holidays. If holidays are worked, they shall be paid at the rate of time and one-half (1½) the regular straight-time hourly rate of pay over and above their weekly salary. Holiday weeks shall consist of thirty-two (32) working hours for forty (40) hours' pay. Easter Sunday shall no longer be a holiday, but the employee's birthday shall be a holiday in place of Easter Sunday.

All time worked in excess of thirty-two (32) hours, excluding the holiday, during a workweek in which one (1) of the contractual holidays occurs, shall be compensated for at the overtime rate of time and one-half (1½) the employee's regular straight-time hourly rate of pay.

B. For night shift employees whose shifts end after 12:01 a.m., the eve of the day observed as the holiday shall be considered the holiday, with the exception of Thanksgiving, which will be observed the day of Thanksgiving. If a night shift employee works the eve of the day observed as the holiday, the provisions covering pay for holidays worked shall become effective.

C. No employee shall receive pay for any holidays not worked or be eligible for overtime as specified in Section A above unless such employee has reported for work and worked his full shift and any overtime on the holiday (if scheduled), his workday (including volunteer and draft days) immediately preceding holiday and his workday (including volunteer and draft days) immediately following such holiday. Employees shall be considered as reporting for work if their absence on any of these days is due to certified illness or express permission from or action of the Employer. Any employee hired within ninety (90) calendar days of any holiday shall not be entitled to pay for time not worked on the holiday. In no case shall holiday pay be received unless the employee has worked during the holiday week, except as provided in Article 13 - Vacations.

D. In the event the holiday falls outside an employee's regular workweek, the Employer may substitute either the last shift prior to the holiday or the first shift following the holiday. The Employer agrees to give one (1) week's advance notice of such substitution.

E. ANNIVERSARY, BIRTHDAY AND PERSONAL HOLIDAYS.

The following is effective with calendar 2022 vacation bid:

Birthday Holiday. Birthday holidays will be observed on the employee's birthday or on any other day of the week during, following or prior to the week in which the employee's birthday falls and will be bid during the annual vacation bid.

Anniversary Date Holiday. Anniversary holidays will be observed on the employee's anniversary date, on any other day in the week during, following or prior to the week in which the employee's anniversary date falls and will be bid during the annual vacation bid.

Personal Holiday. One annual Personal Holiday shall be observed by employees who have completed one (1) or more years of continuous employment.

Each eligible employee may choose one (1) day of his preference for his Personal Holiday by giving the Employer at least two weeks' written notice prior to the day chosen. The Employer will grant the employee the day of his choice as his Personal Holiday unless an excessive number of employees have chosen the same day and granting all the requests would affect the Employer's operation. In that event, the Employer may deny the request for the day chosen and the employee may request an alternate date. If the Employer and the employee cannot mutually agree on a date to observe the holiday, the employee shall be paid for the holiday by January 31 of the following year.

F. Where a part-time employee does not work on a holiday, holiday pay, if any, will be paid to an employee by averaging the hours worked by that employee on the day of the week on which the holiday falls, for the four (4) weeks immediately prior to the holiday week. Straight-time hours only will be included in this calculation.

Where a part-time employee does work on the holiday, he will receive two and one-half (2½) times the straight-time hourly rate, for all hours actually worked on the holiday and this will constitute full payment for the holiday.

ARTICLE 13 - VACATIONS

A. Vacation to begin between January 1 and December 31 of each year at the discretion of the Employer with consideration for the wishes of the employees, in accordance with seniority.

After the Employer has prepared the vacation schedules in accordance with the seniority, there shall be no change in the vacation schedules, except by mutual agreement between the affected employees and the Employer.

B. FULL-TIME EMPLOYEES. Employees covered by this Agreement who have one (1) year's service with said Employer shall receive one (1) week's vacation each year with pay, and those employees who have two (2) years' continuous service or more with said Employer shall receive two (2) weeks' vacation each year with pay. Employees who have five (5) years' continuous service or more with said Employer shall receive three (3) weeks' vacation each year with pay. Employees with fifteen (15) or more years of continuous service shall receive four (4) weeks' vacation each year with pay. In the event an observed holiday occurs within the vacation period of an employee, the Employer may extend his vacation schedule by one (1) additional day or provide pay in lieu thereof. Employees who have twenty (20) or more years of continuous service shall receive five (5) weeks' vacation each year with pay.

C. PRO RATA.

1. Regular employees who are laid off, or whose employment is terminated other than from a voluntary quit after six (6) months of continuous employment but prior to fifteen (15) months of continuous employment shall be paid a pro rata of accumulated unpaid vacation due on the basis of 1/12th of one (1) week's pay for each month worked or major fraction thereof and after fifteen (15) months of continuous employment but less than forty-two (42) months of continuous employment shall be paid a pro rata of accumulated unpaid vacation due on the basis of 2/12^{ths} of one (1) week's pay for each month worked or major fraction thereof, and after forty-two (42) months of continuous employment shall be paid a pro rata of accumulated unpaid vacation due on the basis of 3/12^{ths} of one (1) week's pay for each month worked or major fraction thereof. Employees who quit voluntarily after six (6) months but less than twenty-four (24) months of continuous employment shall be paid a pro rata of accumulated vacation on the basis of 1/12th of one (1) week's pay for each month worked or major fraction thereof, and after twenty-four (24) months but less than sixty (60) months of continuous employment shall be paid on the basis of 2/12^{ths} of one (1) week's pay for each month worked or major fraction thereof, and after sixty (60) months of continuous employment shall be paid on the basis of 3/12^{ths} of one (1) week's pay for each month worked or major fraction thereof. Should an employee terminate after accumulating fifteen (15) or more years of continuous employment, he shall be paid a pro rata of accumulated unpaid vacation due on the basis of 4/12^{ths} of one (1) week's pay for each month worked or major fraction thereof. After twenty (20) or more years of continuous employment, he shall be paid a pro rata of accumulated vacation due on the basis of 5/12^{ths} of one (1) week's pay for each month worked or a major fraction thereof.

2. Part-time employees shall be entitled to pro rata vacation pay each year on the anniversary date of their employment. For part-time employees who have accumulated less than 4,160 hours of continuous employment, such vacation pay shall be prorated on a one (1) week basis. For part-time employees who have accumulated 4,160 hours of continuous employment and less than 10,400 hours, vacation pay shall be prorated on the basis of two (2) weeks, and for part-time employees who have accumulated 10,400 or

more hours of continuous employment, vacation benefits shall be prorated on three (3) weeks' basis. For part-time employees who have accumulated 31,200 hours of continuous employment, and less than 41,600 hours, vacation benefits shall be prorated on a four (4) weeks' basis. For part-time employees who have accumulated 41,600 or more hours of continuous employment vacation benefits shall be prorated on a five (5) weeks' basis. Any part-time employee whose employment is terminated prior to the accumulation of 1,040 hours of continuous employment shall not be entitled to any vacation benefits. In any event, a part-time employee shall not be entitled to vacation pay unless he has worked at least thirty (30) days in any one (1) year of employment.

D. **FORFEITURE OF VACATION PAY.** Employees guilty of and discharged for proven dishonesty shall forfeit all rights to such pro rata vacation pay. In the event the Employer wishes to make use of this section, and upon complaint of the employee concerned, the Union may investigate the case.

E. **PAYMENT.** A week's vacation pay shall be computed on the basis of the average weekly hours worked for the Employer during the fifty-two (52) weeks immediately preceding the anniversary date of the employee's employment, multiplied by the straight-time pay for those hours.

Earned vacation payments will be made within two (2) weeks following an employee's anniversary date.

ARTICLE 14 - BEREAVEMENT LEAVE

Bereavement leave shall be due and payable at the straight-time rate for the hours scheduled for each workday lost because of such absence up to a maximum of three (3) calendar days within a period of fourteen (14) days beginning with the date of death of a member of the employee's immediate family. In order to receive pay for bereavement leave, employees must submit verification of the need for the leave, which can include a death certificate or an obituary or funeral card. Immediate family shall be defined as follows: wife, husband, son, daughter, mother, father, brother, sister, grandparents, grandchildren, mother and father of employee's current spouse, registered domestic partner or other relative living in the employee's home.

Verification of time required for this purpose shall be supplied to the Employer by the employee if so required by the Employer.

ARTICLE 15 - JURY DUTY

A. When a non-probationary, full-time employee is required to be in any court or courthouse for jury service and such service deprives such employee of pay that he otherwise would have earned, he shall be scheduled a Monday through Friday workweek between the hours of 8:00 a.m. and 5:00 p.m. and paid for each day on such jury service at the rate of eight (8) hours times his straight-time hourly rate, less any remuneration received by him for jury service.

When a non-probationary, part-time employee is required to be in any court or courthouse for jury service and such service deprives such employee of pay that he otherwise would have earned during the Monday through Friday portion of his normal workweek, he shall be scheduled a shift between the hours of 8:00 a.m. and 5:00 p.m. He will be paid for that part of his normal workweek based upon his average hours worked or paid for in each workweek, Monday through Friday, in the four (4) such workweeks immediately preceding the week(s) in which jury duty is required, less any remuneration received by him for such jury service. Utilization of such an employee on the Saturday and/or Sunday portion of his normal workweek shall continue to be at the discretion of the Employer; provided the minimum weekly hour guarantee is satisfied.

B. If such employee in addition works for the Employer on Saturday, he shall be paid at the rate of straight-time. If he works for the Employer on Sunday, he shall be paid at the Sunday rate of pay.

C. If an employee is temporarily excused from jury service on any scheduled day, i.e., Monday through Friday, he shall immediately report for work to complete the remaining hours of his scheduled work shift. Failure to so report shall disqualify an employee from any pay for jury duty for the day in question as long as the transportation time will permit him to return to work prior to one (1) hour before the end of his shift.

If an employee is permanently excused from jury service he shall immediately report for work to complete the remaining hours of his scheduled work shift that day. Failure to so report shall disqualify an employee from any pay for jury duty for the day in question as long as the transportation time will permit him to return to work prior to one (1) hour before the end of his shift. If the employee is not required to report, he shall call the manager to inform him that he has been permanently released. Thereafter, the manager may place him on a work schedule similar to which he normally works.

D. The employee shall notify the Employer as soon as he receives his jury duty summons, but in no event less than two weeks before the work schedule is posted for the week in which the employee is scheduled to begin jury duty. Claims regarding issues with the postal service will be examined on a case by case basis. Failure to provide such summons prior to the posting of the schedule shall relieve the Employer from the scheduling requirements set forth above. The Employer will verify eligibility if provided with a timely summons. The Employer may require proof of attendance for jury service. An employee making a false claim for jury duty pay shall be subject to discharge.

E. An employee shall be eligible for jury duty pay for three (3) tours of jury duty service only during the life of this Agreement. The total number of days that an employee may receive jury duty pay is limited to fifteen (15) days through the life of the Agreement. An employee shall no longer be eligible for jury duty pay when three (3) tours are served or when fifteen (15) days have been compensated, whichever occurs first. Jury duty pay shall not be required for Grand Jury service. In the event an employee is called for jury service for which he would not be eligible for pay, the Employer shall join the employee in seeking excuse from service if such service would cause a financial hardship to the employee.

ARTICLE 16 - GENERAL CONDITIONS

A. NO REDUCTION. No employee shall have his regular straight-time hourly rate of pay reduced as a result of the signing or adoption of this Agreement.

B. VOTING TIME. The Employer shall comply with all provisions of the law pertaining to time off for voting.

C. DONATIONS. It is recognized that the Employer may sponsor donations to worthy charitable organizations. However, no employee shall be required to make contributions nor shall any employee be told a specific amount he should contribute. There shall be no compulsion with regard to such contributions.

D. MEETINGS. The Union shall advise the Employer of the regular meeting dates of the Union, and the Employer shall not call company meetings which conflict with such regular meetings. If any employee is required to attend a company meeting on his regular day off or during his vacation, he shall receive a minimum of one (1) day's pay. No employee shall be disciplined or discharged for failure to attend a company meeting outside his regular working hours.

E. **BONUS PAYMENTS.** No employee shall be required or requested to make any written or verbal agreement that will conflict with the terms of this Agreement. All employees must be paid weekly for all hours worked as provided in this Agreement. Any bonuses, commissions or other methods of payments over and above the requirements of this Agreement shall be in addition to the requirements of the Agreement and may not be used to offset such contractual requirements and shall not be subject to negotiations.

F. **PHYSICAL EXAMINATIONS.**

1. If the Employer requires physical or other examinations, including examinations for controlled substances or intoxicants, the Employer shall provide or designate a qualified physician or examiner. The Employer shall bear the cost of any examination required by him to determine proficiency and/or ability.

2. The Employer shall have the right to require any employee or group of employees to submit to drug and/or alcohol testing (using scientifically acceptable methods) for post injury, post accident and reasonable cause as provided for in the Drug and Alcohol addendum to the bargaining agreement.

3. Failure to pass any of the above tests shall be deemed sufficient reason to disqualify any said person for employment.

G. No employee may engage in solicitation of any kind during work time, or while any person being solicited is on work time. No employee may distribute literature during work time or in work areas. Working time does not include meal times or break times.

H. It is intended that there shall be no "free time" or "time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practices shall be subject to discipline, which may include termination.

ARTICLE 17 - TRUST FUNDS

All changes in contributions and benefits for Health and Welfare and Pension benefits shall be identical to the 2019 – 2022 Retail Food Agreement and its successor agreement.

ARTICLE 18 - SICK LEAVE BENEFITS

A. **SICK LEAVE ENTITLEMENT.**

1. Regular Full-Time Employees. Regular full-time employees are credited with a maximum of forty-eight (48) hours (six days) accrued sick leave on each anniversary date of hire provided they have worked a minimum of 1,900 straight-time hours in the twelve (12) month period immediately preceding their anniversary date of hire.

If a regular full-time employee has worked less than 1,900 straight-time hours during the twelve (12) month period immediately preceding his anniversary date of hire, sick leave shall be prorated on a ratio of total straight-time hours worked to 1,900 hours.

2. Part-Time Employees. Sick leave will accrue to part-time employees on a pro rata formula based on a ratio of straight-time hours worked during the preceding twelve (12) months to 2,080 hours.

B. **ELIGIBILITY FOR SICK LEAVE BENEFITS.** Employees will be eligible for sick leave benefits for days of disability which are not incurred by an on-the-job injury or illness up to a maximum of sick leave hours credited as of the preceding anniversary date of hire, not to exceed forty-eight (48) hours, provided the employee has completed twelve (12) months of continuous employment with his employer.

All sick or injury leave must be verified by a certificate of a duly authorized physician.

If a regular full-time employee suffers an injury on the job that causes lost time as verified by the certificate of a duly licensed physician, he will be entitled to sick leave benefits up to a maximum of forty-eight (48) hours during the first (1st) year of employment. Sick leave hours paid prior to completion of twelve (12) months' continuous employment will be deducted for sick leave hours accrued as of the employee's first (1st) anniversary date of hire.

If an extra employee suffers an injury on the job that causes lost time as verified by the certificate of a duly licensed physician, he will be eligible for sick leave benefits but not to exceed the number of hours for which he was hired, not to exceed forty-eight (48) hours.

C. COMPUTATION AND PAYMENT OF SICK LEAVE BENEFITS FOR PERIODS OF DISABILITY. Upon receipt of a properly completed claim form, sick leave benefits will be paid if the employee is eligible for benefits as follows:

1. Sick leave benefit payments will commence on the first workday lost due to disability and will be payable for each workday lost due to such continuing disability up to the maximum accumulated sick leave hours, not to exceed forty-eight (48) hours or until the employee becomes eligible for Supplementary Disability Benefits, whichever occurs first.

2. Sick leave benefits will be computed on the basis of up to eight (8) hours per workday lost.

D. CONVERSION OF UNUSED SICK LEAVE TO A CASH PAYMENT. An employee will be entitled to a conversion of unused sick leave to a cash payment as follows: If an employee has a minimum of two years' continuous employment with the Employer, he will be entitled to a payment for unused sick leave as of his second or succeeding anniversary date of hire with the Employer, up to a maximum of forty-eight (48) hours on each anniversary date.

E. TERMINATION OF EMPLOYMENT. An employee who has completed two (2) or more years with his Employer will receive payment for unused sick leave at the time of termination as follows:

1. Discharged (except for Dishonesty) and Quits.

(a) Employee will be paid for unused sick leave accrued up to his last anniversary date of hire with the Employer, up to a maximum of forty-eight (48) hours.

(b) The employee will forfeit sick leave earned since the preceding anniversary date of hire with his Employer.

2. Discharge for Dishonesty. If an employee is discharged for dishonesty, he will forfeit all entitlement to sick leave benefits.

3. Layoff.

(a) Employee will be paid unused sick leave accumulated up to his last anniversary date of hire with the Employer, up to a maximum of forty-eight (48) hours, and, in addition,

(b) Employee will be paid on a pro rata basis for the unused sick leave earned since his last anniversary date of hire to date of layoff.

F. **SUMMARY OF EXCLUSIONS AND LIMITATIONS.** An employee will not be entitled to payment of sick leave for periods of disability during the first year of employment except for periods of disability due to an on-the-job injury.

Sick leave benefits will not be payable for any period of disability for which an employee is eligible to receive Supplementary Disability Benefits.

Sick leave benefits will not be payable for any period of disability which occurs while an employee is on paid vacation.

If an employee terminates employment or is terminated by his Employer prior to completing two years' continuous service with the Employer, he will not be entitled to a conversion of accrued unused sick leave to a cash payment.

If the employee terminates or is discharged from employment prior to his third or succeeding anniversary date of hire with the Employer, he will be paid for accrued unused sick leave up to his last anniversary date of hire and will forfeit sick leave earned from such last anniversary date.

No payment will be made for unused sick leave if an employee is discharged for dishonesty.

ARTICLE 19 - NEW METHODS OF OPERATION

A. **NEW METHODS.** Notwithstanding the above, it is agreed that should the Employer intend to institute any new method of operation that would result in a material change in any job presently being done and covered by this Agreement, the Employer shall give to the affected union or unions at least one hundred twenty (120) days' written, advance notice by certified or registered mail setting forth the nature of such intended changes and/or methods of operations.

Upon written request by the Union, negotiations on job classifications, wages, working conditions, and/or the disposition of displaced employees resulting from the institution of such new methods shall begin promptly.

B. **FAILURE TO REACH AGREEMENT ON NEW METHODS** If agreement is not reached in such negotiations on the subjects set forth in the preceding paragraph within the first (1st) thirty (30) day period of the one hundred twenty (120) day period described above, the parties shall submit all those unresolved issues to a fact-finding panel during a second (2nd) thirty (30) day period. The fact-finding panel shall consist as hereafter provided each party shall, within five (5) days, designate one person to serve as its representative and those two people shall select a third, who will act as chairman. Failing to agree upon a third, the two members shall, within five (5) days, notify the Federal Mediation and Conciliation Service, who will, within five (5) days from such notification, furnish a panel of fifteen names from which the chairman will be selected by alternately striking until but one name remains. The panel shall make inquiries, investigations, hold meetings and take whatever steps it may deem appropriate to render a confidential report and recommendations within twenty (20) days, which report and recommendations shall not be binding upon either party.

Upon receipt of the confidential report of the fact-finders, the parties shall resume negotiations for a period not to exceed thirty (30) days.

In the event the parties do not reach agreement within such third (3rd) thirty (30) day period, then all unresolved issues in regard to job classifications, wages, working conditions, and/or the disposition of displaced employees shall be submitted to final and binding arbitration.

The arbitrator shall, within ten (10) days, be selected in accordance with the same procedure as is provided above for the selection of the chairman and the fact-finding panel.

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

It is agreed and expected that the parties will exert every effort to accomplish the foregoing within the one hundred twenty (120) day allotted period, but failing to do so, shall not prohibit or in any way impede the Employer from installing or effectuating any such new methods, systems, or equipment upon the expiration of the allotted one hundred twenty (120) day time period, unless such period is extended by mutual written agreement. The decision of the arbitrator shall be effective on or retroactive to the date such new method is installed. The cost of the impartial fact-finder and/or arbitrator shall be borne equally by the parties.

The provisions of Article 21 of this Agreement shall in no way affect or be applicable to the procedures set forth in this section.

ARTICLE 20 – SAFETY COMMITTEE

A. The Employer agrees that it will provide a safe and healthy workplace and agrees to correct any unsafe condition or safety or health hazard as soon as 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 brought to its attention and promptly remedy all hazards and unsafe conditions its investigation reveals. The Employer will furnish, at its expense, all safety and protective equipment required by law.

B. The Employer shall establish a Health and Safety Committee. The Committee shall include at least two (2) bargaining unit representatives from the facility who shall be included in meetings of the Committee. Committee members shall be paid by the employer for time spent at monthly Bi-monthly (every two months) Health & Safety Committee meetings. The committee will also include at least two (2) company representatives. The committee will consist of an equal number of union and company representatives; however, the parties recognize that there may be meetings at which additional management employees are present.

C. The Company will address recommendations made by the Health and Safety Committee as soon as possible.

ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

A. DISPUTE PROCEDURE.

1. Any grievance, controversy or dispute involving the interpretation of any provision of this Agreement, except wage claims or in cases governed by Article 4-A of this Agreement, must be protested by the Union to the Employer, in writing, within ten (10) working days of the occurrence of such grievance, controversy or dispute, or such shall be null and void.

Any grievance, controversy or dispute by an Employer pursuant to this Agreement, except wage claims, must be protested by the Employer to the Union, in writing, within ten (10) working days of the occurrence of such grievance, controversy or dispute, or such shall be null and void.

(a) Diligent effort shall be made by both sides to adjust such grievance, controversy or dispute amicably within thirty (30) days from the date of the grievance, controversy or dispute is first brought to the attention of both parties.

(b) The thirty (30) day period may be extended by mutual agreement.

(c) If there is no extension of time for amicable settlement, the grievance, controversy or dispute may then be referred to arbitration within fifteen (15) days.

(d) The matter may be referred to arbitration by:

(1) The sending of a letter signed by both sides to the Federal Mediation and Conciliation Service, requesting seven (7) names from which one arbitrator shall be selected by alternately deleting names from the list until but one remains, or

(2) The sending of a letter by either the Union or Employer to the Federal Mediation and Conciliation Service, requesting seven (7) names from which one arbitrator shall be selected by alternately deleting names from the list until but one remains.

(e) If, because of refusal of either side to arbitrate, it becomes necessary for the other to file a petition to compel arbitration in the state or federal courts, such petition shall be filed not later than sixty (60) days after said refusal to arbitrate.

(f) The findings of the arbitrator shall be binding upon the Union and the Employer, provided that the arbitrator shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement.

(g) Failure to either settle the matter in dispute, or to refer the matter to arbitration, or to file a petition to compel arbitration within the time periods set forth above shall render such grievance, controversy or dispute null and void and such claim shall be forever barred, and no further action shall be taken. Nothing herein is intended to prevent either party from raising any subject proper for bargaining in future negotiations for successor agreements.

2. In the event of a grievance involving the interpretation of any provision of this Agreement, it is mutually agreed that no strike, work stoppage, lockout or other economic action will be employed by either the Employer or the Union.

3. Section 2 is inapplicable in cases where it is established between the Union and a representative of the Employer that an Employer failed to pay the wages and/or all contributions required under this Agreement, unless the Employer's failure to pay involves disputed classification of employees or an interpretation of this Agreement. In the above instances described in this Paragraph, the aggrieved party has the right to take such economic action as it deems necessary.

B. FEES. All mutual services in any arbitration proceeding shall be borne equally by both parties, limited to the cost of arbitrator, appearance of court reporter, transcript and hearing room.

C. WAGE CLAIMS. Wage claims for unauthorized time shall be honored and paid in accordance with applicable rates of pay when presented in writing to the Employer or his representative where it can be established between the Union and the Employer or his representative that work was performed during such time. In no case shall claim for such unauthorized time exceed six (6) months. Employees who work unauthorized time shall be subject to the procedures set forth in Article 4 - Discharge of this Agreement, and all employees shall be so notified.

ARTICLE 22 - MANAGEMENT PREROGATIVE

Any of the rights, functions, authority or power which the Employer had prior to the signing of this Agreement are retained by the Employer, except as any of those rights, functions, authorities or powers are specifically modified by express written agreement with the Union as to such particular subject as set forth herein. The Employer retains all of such customary and usual functions as an authority of the establishment and of the working force in accordance with the foregoing. No rules, customs, past practices or agreements other than those expressly set forth in writing by the parties, shall limit or restrict the Employer's right to determine staffing requirements or assignments or modify its operation in any way.

ARTICLE 23 - SEPARABILITY CLAUSE

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

ARTICLE 24 - TITLES

The titles and subtitles used in this Agreement are for the sole purpose of identification and shall have no bearing on the construction or meaning of the paragraphs to which they refer.

ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall be in effect from March 7, 2021, to and including March 7, 2026, and shall continue from year to year thereafter unless either party shall give written notice to the other at least sixty (60) days prior to the expiration date of March 7, 2026, or at least sixty (60) days prior to any subsequent March 7 of any succeeding year of its desire to alter, amend, or terminate this Agreement.


SIGNED THIS 2nd DAY OF April 2021.


FOR THE COMPANY

FOR THE UNION

~~ALBERTSON'S COMPANIES, INC.~~

UFCW UNION LOCAL 324


Brent K. Bohn
Albertson's Companies, Inc.
GVP, Labor Relations


Andrea Zinder, President
UFCW Local 324