

SOUTHERN CALIFORNIA  
UNITED FOOD & COMMERCIAL WORKERS UNIONS  
AND FOOD EMPLOYERS JOINT BENEFIT FUNDS  
ADMINISTRATION, LLC  
AGREEMENT

Between

UFCW LOCAL 324

and

SOUTHERN CALIFORNIA  
UNITED FOOD & COMMERCIAL WORKERS UNIONS  
AND FOOD EMPLOYERS JOINT BENEFIT FUNDS  
ADMINISTRATION, LLC

January 1, 2023 – December 31, 2025

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SOUTHERN CALIFORNIA  
UNITED FOOD & COMMERCIAL WORKERS UNIONS  
AND FOOD EMPLOYERS JOINT BENEFIT FUNDS ADMINISTRATION, LLC

**AGREEMENT**

This Agreement made and entered into in the City of Cypress in the State of California, this first (1<sup>st</sup>) day of January 2023 by and between the Southern California United Food & Commercial Workers Unions and Food Employers Joint Benefit Funds Administration, LLC, hereinafter referred to as the "Employer," and the UFCW Local 324, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union."

**ARTICLE I - INTENT AND PURPOSE**

It is the intent and purpose of the Employer and the Union to promote and improve Labor Management Relations between them, and to set forth, herein, the basic terms of agreement covering wages, rates of pay, hours of work, and all other conditions of employment to be observed by the Employer, and to provide for the orderly settlement of disputes between them.

**ARTICLE II - RECOGNITION OF THE UNION**

Section A. BARGAINING UNIT. This Agreement shall cover and apply to employees employed at the Employer's place or places of business in the jobs classified in Appendix "A."

Section B. The Employer hereby recognizes the Union as the sole collective bargaining agent and representative of employees covered by this Agreement.

**ARTICLE III - UNION SECURITY AND EMPLOYMENT PROCEDURES**

Section A. UNION SECURITY. All employees shall, as a condition of employment, pay to the Union the initiation fees and/or reinstatement fees and periodic dues lawfully required by the Union. This obligation shall commence on the thirty-first (31st) day following the date of employment by the Employer, or the effective date of this Agreement.

Section B. MEMBERSHIP OBLIGATION. The Union will advise the Employer, in writing, when any employee has failed to acquire or maintain Union membership as required by this Agreement. Immediately upon receipt of said notice, the Employer shall advise said employee(s) that they will no longer be scheduled for hours of work on the subsequent weekly schedule until said employee(s) give evidence of compliance or the Union notifies the Employer of such compliance. Failure to comply within seven (7) days after removal from the schedule said employee(s) shall be terminated if such termination is not in violation of existing law.

The Union shall indemnify and hold harmless the Employer against any and all claims, damages or suits or other forms of liability or expenses which may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.

Section C. EMPLOYMENT PROCEDURE. Work may be performed by a hired or contracted temporary employee for up to one hundred fifty (150) days or, in the event the temporary employee is replacing a regular employee on leave of absence, for as long as that employee remains on leave of absence. Temporary employees shall not be required to join the Union for up to one hundred fifty (150) days.

Section D. NOTICE OF NEW HIRES, PROMOTIONS, TERMINATION AND LEAVES OF ABSENCE. The Employer agrees to notify the Union in writing within fourteen (14) days of the date of employment of any new employee and provide the Union with the following information: the employee's name, residence address, home and cell phone number, email, Social Security number, date of birth, classification, rate of pay, date of employment. The Employer will also notify the Union in writing within fourteen (14) days of all terminations, promotions and leaves of absence.

Section E. NONDISCRIMINATION. The Employer and the Union agree not to discriminate against any person in regard to hire, tenure of employment or job status because of Union membership, race, creed, religion, color, national origin, age, sex or disability nor shall Union membership race, creed, religion, color, national origin, age, sex or disability be a basis for the rejection of any employee.

Section F. DUES DEDUCTION.

1. 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, as referenced above, shall include political contributions and, by mutual agreement, weekly deductions for deposits or payments to a local credit union or other designated financial institution. The political contribution authorization may be either a separate authorization or one that has been combined with the dues deduction authorization. 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 twelfth (12<sup>th</sup>) day of the month following the month in which such deductions were made. The deduction shall be expressly limited to regular monthly Union dues, initiation fees and political contributions 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, strike funds or other assessments.

2. No deductions will be made from the wages of any such employee until the Employer has received a signed copy of a voluntary individual written authorization to make such deductions with such authorization to be received by the Employer no later than the first (1<sup>st</sup>) day of the month in which the deductions are to commence in order to be deducted for that month.

3. Authorization for such deductions is to be entirely voluntary on the part of each such individual employee, and after one (1) year following his written authorization to make deductions, any such employee may revoke his individual voluntary authorization upon giving thirty (30) days' written notice to the Employer and the Union.

## **ARTICLE IV - PROBATIONARY PERIOD**

**Section A.** PROBATIONARY PERIOD. It is hereby established in this Agreement that the probationary period for new hires be increased to ninety (90) days of their employment and for temporary employees, if the temporary employee has been employed for at least (90) days, the probationary period shall be thirty (30) days. If the temporary employee has been employed for less than ninety (90) days, the probationary period shall be ninety (90) days. During such probationary trial period, such employees may be discharged by the Employer without the necessity for establishing just cause and such discharge may not be the subject of the grievance and arbitration procedure of this Agreement; provided, however, that no employee during such probationary period shall be discharged for upholding Union principles.

**Section B.** SENIORITY RIGHTS. Probationary employees shall have no seniority rights during such probationary period; however, upon successfully completing said probationary period, their seniority shall revert to their initial date of employment, and they shall be considered permanent employees.

**Section C.** TERMINATION. During the probationary period, either the Employer or the employee may terminate the employment without notice. There shall be no responsibility for payment of wages, except for time actually worked, nor for reemployment of probationary employees, if they are laid off or discharged or resign during their probationary period.

## **ARTICLE V - DISCHARGE AND DISCRIMINATION**

**Section A.** DISCHARGE FOR CAUSE. The Employer agrees that no employee will be disciplined and/or discharged without just cause.

**Section B.** WARNING NOTICES. Any employee who is to be disciplined shall be notified at the beginning of the meeting the purpose of the discussion. Any employee who is discharged for any reason shall be informed of the immediate cause for discharge. Employees who are discharged for failure to perform work as required, or excessive absenteeism, shall first have had one (1) prior warning in writing, of a related or similar offense, with a copy sent to the Union. The employee must initial the warning notice to attest only to the fact that they have received a copy of said notice. All disciplinary action shall be confidential; however, the employee may request that a Union Representative or Shop Steward be in attendance during the discussion. All notices of discipline (including warning notices) will be provided to the Union within seven (7) calendar days of issuance.

**Section C.** PROGRESSIVE DISCIPLINE. Except as otherwise permitted, Employer agrees to use progressive discipline in the following manner.

1. Counseling and Verbal Warning.
2. Written Warning.
3. Three (3)-Day Paid Suspension and Final Written Warning.
4. Recommendation for Termination of Employment.

**Section D.** RECORD AND WAGES DUE. Any employee who is terminated shall be given a statement setting forth the number of hours worked since the last anniversary date and shall be paid promptly all monies due which shall include vacation and sick leave.

Section E. UNION PRINCIPLES.

1. It shall not be a violation of this Agreement and it shall not be the cause for discharge or disciplinary action in the event an employee refuses to go through or work behind any lawful, sanctioned, primary picket line, including the lawful, sanctioned, primary picket line of the Union party to this Agreement, and including such picket lines at the employer's place of business.
2. For the purposes of this Section, a sanctioned picket line shall be one which is sanctioned by the local Union signatory to this Agreement and the Southern California Food and Drug Council.
3. The Union shall not command, order, or direct employees to exercise their rights under the foregoing clause but shall have the right to advise employees whether the strike or picket line is sanctioned, as to the facts of the particular labor dispute, and as to the employee's rights under the foregoing clause. Neither shall the Employer command, order, or direct employees to refuse to exercise their rights under the foregoing clause.
4. Each individual employee shall have the right to make his free choice to cross or not to cross any sanctioned picket line as defined above. The Union shall not abridge or interfere with the employee's individual privilege of decision with respect to this matter.

Section F. GRIEVANCE AND ARBITRATION. The Union shall have the right to invoke the grievance and arbitration procedures of this Agreement in all cases of non-probationary discharges.

**ARTICLE VI – VISITATIONS**

Section A. UNION REPRESENTATIVE. The designated Union Representative shall be granted access to the Employer's operations when there are employees on the premises for the purposes of greeting employees and being satisfied that the terms and provisions of this Agreement are being complied with. The Union Representative will make their presence known to the management representative upon entering the premises, and not interfere with the orderly work of any employee. Conversations with employees shall take place during the employees' break or lunch periods in the break room or in an area designated by the management representative.

Section B. SHOP STEWARD. The Employer shall recognize the Shop Stewards and shall not discharge or otherwise discriminate against said Shop Steward because of the duties of said office. Shop Steward duties may only be performed outside of the working time of both the Shop Steward and involved employees. Working time does not include rest breaks or meal periods. Shop Stewards shall request and receive approval from Management prior to being released from assigned work to perform Shop Steward duties during working hours. Management shall not unreasonably deny the requests. Upon two (2) weeks' notice to the Employer, two (2) shop stewards will be scheduled off and paid eight (8) hours, at the employee's daily straight-time rate to attend one (1) one-day stewards training seminar per calendar year. (This does not limit the number of overall stewards that the Union may appoint.)

Section C. ORIENTATIONS. Upon hiring, new employees will be allowed a one-time twenty (20) minutes of paid time to meet with their Union Representative or a Shop Steward for Union orientation within thirty (30) days of their hire date. Union new employee orientation shall occur once per month at the Administrative Office during normal business hours. The Union shall notify the Administrative Office Human Resources Director in writing at least seven (7) days before each orientation date.



## ARTICLE VII – SENIORITY

Section A.     DEFINITION. In all cases involving promotions, expansion or dissolution of departments or filling new jobs, transfers, layoff or demotions due to layoff, or rehiring following layoffs, seniority based on continuous service with the Employer shall govern where skill and ability are relatively equal. Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

1. Voluntary quit.
2. Discharge for cause.
3. Failure to report to work within four (4) working days after being recalled from a layoff.
4. Layoff for nine (9) consecutive months.
5. Failure to report to work as scheduled upon completion of a leave of absence unless employee can establish extenuating circumstances with proper documentation.

Section B.     PROMOTIONS/VACANCIES.

1. Promotions. The Employer shall fill vacancies in job classifications or grade from within the office before hiring new and temporary employees, subject to provisions of this Section B. However, in the filling of vacancies, the Employer may hire an employee with prior experience from the outside after complying with the provisions of VII-B-2 only if there are no applicants from the inside who have the ability and skill.

2. Job Posting Procedure. The Employer shall post a notice of all permanent and temporary job vacancies via electronic methods and office bulletin boards. Such notice shall remain posted for three (3) working days and it will include job title, job classification and grade, a description of the duties, including qualifications and required skills. Jobs will be posted within five (5) business days of their vacancy and will be filled within thirty (30) calendar days of their posting. If the job is not electronically or paper posted within five (5) days or filled within thirty (30) days, the Employer will advise the Union as to the reason.

Employees desirous of bidding on a job vacancy must submit an application, in writing, to the Employer during the specified period of posting. Employees must have worked twelve (12) months in their current position without written disciplinary action (Step 2 or greater in the Progressive Discipline process) within the last twelve (12) months before bidding on lateral transfers or promotions.

All applicants shall be reviewed by the Employer and no vacancies shall be filled on a permanent basis until the posting period has expired.

The Employer shall electronically announce the name of the applicant awarded the position on the office bulletin board and internal electronic systems.

Section C. REDUCTION OF HOURS, LAYOFF AND RECALL.

1. In a reduction of number of employees due to lack of work, the last employee hired in the classification in a specific department shall be the first to be laid off, providing the more senior employee is capable and qualified to perform the work.

2. In recalling employees from layoff, the last employee laid off in the classification in a specific department shall be the first rehired until the list of employees previously laid off has been exhausted, prior to the hiring of new employees, providing the more senior employee is capable and qualified to perform the available work.

3. When an employee is recalled after a layoff, notice of recall shall be administered by phone, email, and certified mail, and a copy shall be sent to the Union. The employee shall have four (4) working days to report after delivery of notice via certified mail of such recall. Employees who are laid off due to lack of work, may bump a less senior employee in an equal or lower group provided the employee has previously performed the work involved.

**ARTICLE VIII - HOURS AND WORKING CONDITIONS**

Section A. WORKWEEK. The forty (40) hour regular workweek and regular workday shall be five (5) consecutive eight (8) hour days, excluding a lunch period of not more than one (1) hour and not less than thirty (30) minutes. The lunch period shall be taken not more than five (5) hours after reporting for work. An employee working only six (6) hours or less per day may choose not to take a lunch period.

Section B. DAILY GUARANTEE.

1. Full-time. Any full-time employee who is required to report for work shall be guaranteed eight (8) hours work or eight (8) hours pay in lieu thereof, provided the employee remains available for such work. On an employee's regularly scheduled day off, the minimum guarantee of hours shall be four (4) hours.

2. Part-time. Any part-time employee who is required to report for work shall be guaranteed four (4) hours work, or pay in lieu thereof.

3. In the event operations cannot commence due to a systems failure or other events beyond the Employer's control, the above guarantees shall be limited to eight (8) hours only on the day of such failure. The guarantee shall not apply to subsequent days. The Employer may offer employees the opportunity to work from home to maintain their guarantee of hours. In the event an Employee cannot work from home, the Employee may utilize vacation and sick pay for any lost hours.

Section C. OVERTIME. No employee will be allowed or made to accept time off as a compensation for overtime. There shall be no pyramiding of overtime. The overtime rate of time and one-half (1½) shall be paid for the following work:

1. All time worked in excess of eight (8) hours in anyone (1) day.
2. All time worked in excess of forty (40) hours in anyone (1) week.
3. Overtime shifts, when scheduled by Management, may be worked in the morning and/or evening.

Section D. REST PERIODS. The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each morning to each employee, and a rest period of fifteen (15) minutes shall be allowed each afternoon to each employee, excluding lunch period. Rest periods not in excess of fifteen (15) minutes shall be considered as time worked for purposes of determining the workday and may be on a scheduled basis.

Section E. WEEKLY GUARANTEE. Forty (40) hours for full-time employees.

## **ARTICLE IX - WAGES AND CLASSIFICATION**

Section A. Wage rates and classifications are set forth in Appendix A.

Section B. NEW CLASSIFICATION. When a job classification not now covered is established by the Employer during the term of this Agreement, the Employer agrees to notify the Union, in writing, and to meet with the Union upon request for the purpose of negotiations of a wage rate for such classification. The wage rate and job description agreed upon as a result of such negotiations shall be effective from the date of the establishment of the new classification and shall become part of this Agreement. If agreement between the parties is not reached within thirty (30) days from the date of the Union's request for such negotiations, the matter may be referred by either party to the arbitration procedure provided for in this Agreement, and the decision resulting there from shall be binding upon both parties for the remaining term of this Agreement.

Section C. RELIEF WORK. Any employee who relieves an employee in a higher-paid classification or is promoted to a higher-paid classification, shall be paid the next highest hourly rate of the higher classification for all the hours worked in such higher classification and then progress through step increases in accordance with each step hours requirement.

Section D. PAY PERIOD. The Employer shall furnish to each employee on payday a wage statement showing the period of time covered, name of employee, straight-time hours, premium pay hours and overtime hours, the total of wages paid, and itemized deductions made there from.

Section E. REDUCTION IN RATE. No employee shall receive a reduction in wage or wage rates as a result of the signing of this Agreement.

Section F. TRAVEL ALLOWANCE. Any employee who is required by the Employer during the course of employment to perform any services which require the use of their motor vehicle shall be compensated for mileage at the amount stipulated by the IRS for each such mile driven during the course of employment. Effective dates of future increases shall coincide with IRS effective dates. An employee who is required to use their personal vehicle on Company business must show semi-annual proof that they have current automobile insurance to the extent required by law.

Section G. EVENING SHIFT. An evening Shift Premium of fifty-five cents (\$.55) per hour for all hours worked on or after 5 P.M. will be paid.

Section H. SUNDAY WORK. All work on Sunday shall be paid at double (2X) time provided the employee has worked at least forty (40) hours within the normal work week.

## ARTICLE X – HOLIDAYS

### Section A. PAID HOLIDAYS.

1. The following shall be recognized by the Employer as holidays:

New Year's Day	President's Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	

Employees who have thirty (30) days or more of service with the Employer as of January 1<sup>st</sup> of each year are eligible for two (2) personal holidays (sixteen (16) hours) which are to be observed in the current calendar year. Employees hired during the year will receive one (1) personal holiday (eight (8) hours) in the first year after thirty (30) days of employment. The rules set forth in Article XI, Section G shall apply to the use of personal holidays.

2. Holidays shall be considered to start at 12:01 A.M. and end at Midnight.

3. When any of the above-named holidays falls on a Saturday, it shall be celebrated on Friday preceding the holiday and should any holiday fall on a Sunday, the following Monday shall be recognized as the holiday.

4. No employee will be required to perform work for the Employer on Thanksgiving, Christmas, and New Year's.

5. All employees who have completed thirty (30) days shall be entitled to the holidays as provided for herein.

Section B. HOLIDAY PAY. All full-time employees shall be paid for the above-named holidays at their regular straight-time rate of pay for eight (8) hours. Part-time employees shall be paid the average hours worked in the preceding four (4) weeks divided by 5.

Section C. WORK ON HOLIDAYS. Any work performed on any of the above-named holidays shall be paid for at the rate of time and one-half the employee's regular straight-time hourly rate of pay in addition to their holiday pay of eight (8) hours. Any employees who work on a holiday shall be guaranteed not less than four (4) hours' work or pay in lieu thereof.

Section D. No employee shall receive pay for any holidays not worked unless such employee has worked his scheduled hours on his regular working days preceding and following said holiday. Employees shall be deemed to have reported for work if absence on said day before and the said day after said holiday is due to express permission from or action of the Employer, and also in case of certified illness provided the employee has worked during the holiday week. Vacation days taken in increments of less than one week without one-week advance notice or documentation of imminent need shall not be construed to be by express permission from or action of the Employer.

## ARTICLE XI - VACATIONS

Section A. Vacations and vacation pay are hereby established for all employees covered by this Agreement.

1. One Year. During the first year of employment, employees earn one (1) week of vacation with pay.

2. Two Years. During the second through fourth year of employment, employees earn two (2) weeks of vacation with pay each year.

3. Five Years. During the fifth through fourteenth year of employment, employees earn three (3) weeks of vacation with pay each year.

4. Fifteen Years. During the fifteenth through nineteenth year of employment, employees earn four (4) weeks of vacation with pay each year.

5. Twenty Years. During the twentieth and all subsequent years of employment, employees earn five (5) weeks of vacation with pay each year.

Section B. VACATION PAY. All employees covered by this Agreement shall accrue vacation based on 1800 hours being considered full time. All vacation hours may be used after they are accrued. The formula for vacation accruals shall be used on the employee's service years as follows:

$$\text{Vacation hours Earned} / 1,800 \text{ hours} = \text{Accrual Rate Per Hour}$$

Employees' paychecks shall include the weekly and year-to-date amount for vacation accruals. Hours worked shall include paid holidays, paid vacations, paid sick leave, paid bereavement, and paid jury duty.

The accrual rate shall be as follows:

Service Years	Vacation Weeks Earned	Vacation Hours Earned	Accrual Rate Per Hour	Maximum Annual Carry-Over
0 - 1	1	40	0.0223	40
2 - 4	2	80	0.0445	80
5 - 14	3	120	0.0667	120
15 - 19	4	160	0.0889	160
20 or greater	5	200	0.1112	200

Section C. PAYMENT DATE. Vacation pay shall be paid to the employee prior to the start of vacation with a two (2) week notice.

Section D. PRO RATA. Upon termination of an employee after twelve (12) months of employment, the employee shall be paid all vacation pay due but unpaid. Providing, however, that employees terminated for just cause shall not be entitled to accrued vacation pay. The vacation pay due shall be calculated at the rate in effect on the employee's termination date.

Section E. HOLIDAYS DURING VACATION. When a holiday as provided for in this Agreement falls within the employee's scheduled vacation under Section F, an additional day off with pay shall be added to the employee's vacation.

Section F. VACATION SCHEDULE. Vacation periods are selected by employee, by seniority, and approved by management based on the needs of the department. Vacation schedules shall be circulated beginning the first week of November.

During the first pass of the vacation schedules, the employee shall mark his/her initial selection of vacation period consisting of one (1) or more consecutive vacation weeks. After the schedule has been completed for the first pass, it will again be circulated for the selection of additional vacation weeks earned.

For example, if an employee has three (3) weeks of vacation due and wishes to take two (2) consecutive weeks and the third (3<sup>rd</sup>) week at another time, the employee shall mark his/her selection of two (2) consecutive weeks on the first pass and his/her second (2) selection of the third (3<sup>rd</sup>) week on the next pass.

Changes to scheduled vacations requested by the employee require the mutual agreement of management and the employee. Scheduled vacation time can only be cancelled by the Employer with extraordinary cause.

Section G. VACATION AND PERSONAL HOLIDAY TIME Any remaining vacation and personal holiday time that has not been scheduled under Section F may be requested by the employee upon five (5) days' advance notice, subject to approval by management based on the needs of the department. Such time can be broken up into two (2) hour increments. Advance notice will not be required for up to forty (40) hours of vacation per year. Once this forty (40) hours has been used, the advance notice requirement may be waived if the employee submits information or documentation satisfactory to the Employer. This provision shall not apply to days prior to or immediately following a paid Holiday.

If an employee takes time off that has not been scheduled under Section F, and has vacation or personal holiday time available, then earned and accrued vacation or personal holiday time will be applied.

All earned and accrued vacation time in excess of one (1) year's accrual will be paid out during the anniversary month. Any unused personal holiday time in excess of one year's accrual will be paid out in the first month of each year.

## **ARTICLE XII – LEAVES OF ABSENCE**

Section A. LEAVE. The Employer will continue to abide by all state and federal laws as set forth in the employee handbook.

Section B. LEAVES IN WRITING. All requests for leaves of absence shall be in writing with as much advanced notice as possible.

Section C. REINSTATEMENT AFTER A LEAVE. Upon a return from a leave of absence the employee shall be restored to the job they left. If this is impractical, they shall be restored to as comparable a job as possible.

Section D. EMPLOYMENT. If an employee works for remuneration during a leave of absence, without receiving written permission from the Employer, they shall be considered a quit.

Section E. TERMINATION AFTER A LEAVE. When any employee on a leave of absence fails to return to work at the expiration of said leave, the employee may be automatically terminated by the Employer and shall then receive all vacation pay owed under the contract. An employee may be on an approved leave of absence for up to twelve (12) months which may be extended for up to six (6) additional months by mutual agreement of the Employer and Employee.

Section F. BEREAVEMENT PAY. Leave for all employees shall be provided because of death of a member of the employee's immediate family. Pay for such leave shall be at the straight-time rate for the hours scheduled for each workday lost because of such absence to a maximum of five (5) workdays. Verification of time required for such paid leave shall be supplied to the Employer by the employee, if requested. Immediate family shall be defined as the employee's spouse, domestic partner, child, child of domestic partner, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, stepmother, stepfather, stepchildren, or other relative living in the employee's home.

Section G. FAMILY SCHOOL PARTNERSHIP ACT In accordance with the "Family School Partnership Act" (AB 2590) employees shall be entitled to take a leave of absence, not to exceed forty (40) hours in any school year or eight (8) hours in any month for the purpose of participating in their children's or dependent grandchildren's school activities. Employees may take leave without pay or use vacation time for this purpose, with the understanding that vacation must be taken in full days. Employees shall give no less than one (1) week's advance notice.

### **ARTICLE XIII - GENERAL CONDITIONS**

Section A. HEALTH. The Employer agrees to make all reasonable provisions for the safety and health of the employees during the hours of their employment.

Section B. SAFETY. The Employer agrees to abide by all laws of both the State of California and the Federal Government pertaining to health and sanitation.

Section C. WORKING RULES. When the Employer establishes working rules or changes existing rules, a copy of such rules shall be provided to all employees as well as the Union. Said working rules shall not be in conflict with the terms of this Agreement.

Section D. SEVERANCE PAY. Employees with more than five (5) years seniority who are laid off because of automation, outsourcing or other new methods of performing the job, shall receive severance pay based on the following formula – five (5) years - two (2) weeks of severance pay and an additional week for every year up to ten (10) weeks of severance pay.

Section E. LABOR MANAGEMENT COMMITTEE. Labor/Management committee for the purposes of discussing and reviewing issues such as promotions, change of company policies and procedure, and all other issues that affect working conditions. Such committee will meet on a quarterly basis and shall be composed of three (3) management representatives, three (3) employee representatives and a union representative.

Section F. SAFETY COMMITTEE. The Employer and the Union will each designate two (2) employees to serve on the Safety Committee. This Committee will meet at least quarterly and will review safety procedures and practices throughout the Administrative Office. Designated Safety Committee members shall be paid at the Employee's daily straight-time rate to attend Safety Committee-related meetings.

#### **ARTICLE XIV - SICK LEAVE**

Section A. ELIGIBILITY. All employees covered by this Agreement shall accrue sick leave at the rate of six (6) days sick leave with pay per year. Sick leave hours will be earned as they are accrued at .0266 per hour worked. Employees may begin to use sick leave time upon completion of ninety (90) days of employment.

Section B. DOCTOR'S CERTIFICATE. A doctor's certificate or other authoritative verification of illness may be required by the Employer only for those illnesses of three (3) consecutive days or more, or in cases of a pattern of absenteeism or chronic attendance problems.

Section C. PRO RATA. Regular part-time employees shall receive equivalent sick leave and equivalent earned unused sick leave payoff dependent upon the number of hours worked by the individual.

Section D. UNUSED SICK LEAVE. All unused earned sick time in excess of six (6) days will be paid out during the anniversary month.

Section E. Sick Leave pay can be used in increments of one (1) hour for being sick, Kin Care, diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member (which includes the employee's parent, child, spouse or registered domestic partner, step-child or child of domestic partner, grandparent, grandchild, or sibling), or for an employee who is a victim of domestic violence, sexual assault or stalking. When practical, employees shall attempt to schedule medical appointments at least one week in advance and request time off for medical appointments as soon as practical after the appointment is scheduled. Managers will not deny time off for appointments that are requested in accordance with this notice.

Employees must use available Sick Leave for any time off for a reason specified in this Section before using vacation or personal holiday time. If an employee has exhausted available Sick Leave, the employee must apply any accrued or available vacation or personal holiday time for any time off for a reason covered by this policy.

#### **ARTICLE XV - BULLETIN BOARD**

Section A. The Employer agrees to provide a bulletin board or boards, one purpose of which is posting Union notices relating to meetings, dues, entertainment, health and safety, social activities and general Union activities.



## **ARTICLE XVI - JURY DUTY PAY**

**Section A.** Regular employees who are called for service on a municipal, superior, or federal district court jury shall be excused from work for the days on which they are absent and shall be paid the difference between regular earnings and jury duty pay for such absence up to fifteen (15) working days during the life of this Agreement. Jury duty hours shall be paid and reported as regular hours worked. In order to be eligible for payments under this section, the employee shall provide proof of jury duty summons in order to confirm the leave. The employee can provide the original summons, a notice from the court, or an original subpoena.

## **ARTICLE XVII – GRIEVANCES**

**Section A.** All grievances and complaints arising under specific clauses of this Agreement shall be handled in the following manner:

1. An employee should make a good faith effort to meet informally with a supervisor or manager to discuss and resolve the disputed matter first before filing a formal grievance as outlined in (2).
2. Any grievance shall be filed by the employee within fourteen (14) calendar days after discovery of the grievance unless circumstances beyond the control of the aggrieved prevent such filing. Employees may continue to attempt to resolve issues with the assistance of the shop steward provided the above time limits are adhered to. Thereafter, the union shall have fourteen (14) calendar days to bring the grievance to the attention of management. The Employer shall respond to the Union, in writing, within fourteen (14) working days after receipt of the written grievance.
3. If no agreement can be reached on the grievance in the Second Step, the matter may be submitted to the arbitration procedure as outlined in Article XVIII of this Agreement. The time limits herein set forth may be extended upon mutual agreement between the Union and the Employer.

## **ARTICLE XVIII – SETTLEMENT OF DISPUTES**

**Section A.** ARBITRATION PROCEDURE. If a satisfactory adjustment cannot be reached within the time limit allowed in Article XVII, then the entire matter shall be subject to arbitration. Arbitration must be demanded within 60 days of the original written grievance.

**Section B.** SELECTION OF ARBITRATOR. If for reasons of time and expedience and provided both parties agree in writing to do so, a single referee or arbitrator may be chosen by mutual consent to arbitrate a dispute in question; the decision of the arbitrator will be final and binding on both parties. The arbitrator will render the decision in writing at the request of either party. If expenses are involved, they shall be equally shared by both parties for the arbitrator only.

**Section C.** REASON FOR ARBITRATION. It is agreed and understood that no matter shall be taken to arbitration unless the grievance alleges the violation of a specific clause or clauses of this Agreement, and that the arbitrator shall have no power to change or add to or subtract from the terms and provisions of this Agreement.

## **ARTICLE XIX - TRUST FUNDS**

**Section A.** FOOD TRUSTS. For all bargaining unit employees, the Employer (1) will pay into the Southern California United Food & Commercial Workers Unions and Food Employers Joint Trust Funds the identical amounts contributed by the other contributing Employers who provide the best medical plan offered and (2) will provide the identical benefits provided to the employees of the other contributing Employers who provide the best pension plan offered.

**Section B.** FLEXIBLE SPENDING ACCOUNT. The Employer agrees to provide for a Flexible Spending Account (FSA) for employees, through arrangement with an outside provider.

## **ARTICLE XX – 401(K) PLAN**

**Section A.** All non-probationary employees shall be eligible to participate in the Pension Trust Fund 401(k) Plan.

## **ARTICLE XXI - MANAGEMENT RIGHTS**

All rights of the Employer not specifically limited by the terms of this Agreement are hereby reserved to the Employer. Further, it is understood by the parties that the negotiations resulting in this Agreement provided ample opportunity for all matters to be considered and this Agreement shall not be construed to contain any matter not specifically set forth.

## **ARTICLE XXII – VALIDITY OF AGREEMENT**

**Section A.** GENERAL SAVING CLAUSE. It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision or provisions of this Agreement be determined to be contrary to any such Federal or State law, by any court or administrative tribunal, all other provisions of this Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

**ARTICLE XXIII – DURATION**

Section A. This Agreement shall be in effect from January 1, 2023, to and including December 31, 2025, 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 December 31, 2025, or at least sixty (60) days prior to any subsequent December 31 of any succeeding year of its desire to alter, amend or terminate this Agreement.

IN WITNESS WHEREOF the parties being duly authorized have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

SOUTHERN CALIFORNIA  
FOOD & COMMERCIAL WORKERS UNIONS  
AND FOOD EMPLOYERS JOINT BENEFIT FUNDS  
ADMINISTRATION, LLC

UFCW UNION LOCAL 324

\_\_\_\_\_  
Robert Carruth, CEO

\_\_\_\_\_  
Matthew Bell, Secretary-Treasurer

## Appendix A - Wage Rates

For all Employees at the Top Pay Rate (Experienced Rate):

- Two dollar (\$2.00) increase on 1/1/2023
- One dollar (\$1.00) increase on 1/1/2024
- One dollar twenty-five cent (\$1.25) on 1/1/2025

Increase all progression rates by seventy-five cents (\$0.75) per year.

### Hourly Increase

	2022	1/1/2023	1/1/2024	1/1/2025	1/1/2023	1/1/2024	1/1/2025
Job Class I Experienced	\$19.80	\$21.80	\$22.80	\$24.05	\$2.00	\$1.00	\$1.25
1 <sup>st</sup> 52 weeks	\$19.50	\$20.25	\$21.00	\$21.75	\$0.75	\$0.75	\$0.75
Job Class II Experienced	\$22.55	\$24.55	\$25.55	\$26.80	\$2.00	\$1.00	\$1.25
1 <sup>st</sup> 52 weeks	\$19.50	\$20.25	\$21.00	\$21.75	\$0.75	\$0.75	\$0.75
Job Class III Experienced	\$24.70	\$26.70	\$27.70	\$28.95	\$2.00	\$1.00	\$1.25
1 <sup>st</sup> 52 weeks	\$19.98	\$20.73	\$21.48	\$22.23	\$0.75	\$0.75	\$0.75
Job Class IV Experienced	\$25.75	\$27.75	\$28.75	\$30.00	\$2.00	\$1.00	\$1.25
1 <sup>st</sup> 52 weeks	\$20.37	\$21.12	\$21.87	\$22.62	\$0.75	\$0.75	\$0.75
Job Class V Experienced	\$26.50	\$28.50	\$29.50	\$30.75	\$2.00	\$1.00	\$1.25
1 <sup>st</sup> 52 weeks	\$20.79	\$21.54	\$22.29	\$23.04	\$0.75	\$0.75	\$0.75
Job Class VI Experienced	\$27.50	\$29.50	\$30.50	\$31.75	\$2.00	\$1.00	\$1.25
1 <sup>st</sup> 52 weeks	\$21.36	\$22.11	\$22.86	\$23.61	\$0.75	\$0.75	\$0.75

Employees making a rate which is above the Experienced Rate for their job classification will be paid an additional straight-time payment equal to the amount of the agreed upon effective annual increase for the calendar year times the actual regular hours worked including paid holidays, paid vacations, paid sick leave, paid bereavement, and paid jury duty during the calendar quarter.

Employees who received an increase which is less than the agreed upon effective annual increase for the calendar year will be paid an additional straight-time payment equal to the amount of the agreed upon effective annual increase minus the increase received by the Employee times the actual regular hours worked including paid holidays, paid vacations, paid sick leave, paid bereavement, and paid jury duty during the calendar quarter.

The Employer shall pay these quarterly payments in the first pay period of the month following each calendar quarter (April, July, October, and January).

## **Job Classifications**

### **Group I**

Mail Room Clerk, Document Processing/Imaging Clerk,

### **Group II**

Claims General Clerk, Data Entry Clerk, Eligibility General Clerk, Mail Room/Imaging-Lead, Pension General Clerk, Document Processing/Imaging – Lead, Receptionist.

### **Group III**

Accounting General Clerk, Audit Recovery General Clerk, Pension Clerk, Death Benefit Clerk, Administrative Clerk.

### **Group IV**

Audit Recovery Adjuster, COBRA Clerk, Computer Operator, Dental Claims Adjuster, Eligibility Clerk, Medical Claims Adjuster, Orthodontic Claims Adjuster, Pension Analyst, Provider Processing/Imaging Department Head, Retiree Enrollment Clerk Senior Accounting Clerk, Senior Contributions Clerk, Enrollment Clerk.

### **Group V**

Appeals Coordinator, Auditor/ARA Analyst, Communications Coordinator Dental Department Head, Eligibility Department Head, Enrollment Department Head, General Accountant, Medical Claims Department Head, Medical Senior Adjuster, Network Help Desk, Payroll Accountant, Pension Department Head, Trainer, Senior Pension Analyst

### **Group VI**

Accounting Specialist, Accounting Systems Programmer, Audit Recovery Appeals Department Head.

## **SIDE LETTER**

Side Letter. Upon receipt of the employee's time off request for sick time between two (2) hours and eight (8) hours, the Employer will allow a ten (10) minute grace period.