

RETAIL FOOD AGREEMENT

BETWEEN

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL 770**

AND

SANTA CRUZ MARKET

MARCH 7, 2022 – MARCH 2, 2025

PREAMBLE

THIS AGREEMENT is made and entered into between Ralphs Santa Cruz, referred to hereinafter as the “Employer” and UFCW UNION LOCAL770, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, referred to hereinafter as the “Union”.

ARTICLE I **RECOGNITION OF THE UNION**

- A. The Employer hereby agrees to recognize the Union as the sole and exclusive bargaining representative of all employees within the appropriate bargaining unit, except as provided otherwise herein.
- B. The appropriate bargaining unit shall be those employees employed in all of the Employer’s places of business located in Los Angeles, Ventura, Santa Barbara and San Luis Obispo Counties, who perform work within the jurisdiction of the Union.
- C. Exclusions: Supervisors, Clerk Helpers and Employees who work fewer than twenty-four (24) hours per week.

ARTICLE II **MANAGEMENT RIGHTS**

The Employer retains and shall have full and exclusive rights and powers to manage its operations and direct its working force, except as limited by the obligations of the Employer expressly set forth in Article I through XIII of this Agreement. Among such retained rights and powers are included the following: to determine methods, process and means of production, distribution, and administration; to open new stores, to close or dispose of stores; to determine the number of employees to be used in any operation; to determine business hours and days for any stores, and to establish reasonable work rules.

ARTICLE III **EMPLOYMENT OF UNION MEMBERS**

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 who is signatory to this Agreement, or the effective date of this Agreement, or the date of signature, whichever is later.

B. EMPLOYMENT OPPORTUNITIES FOR UNION MEMBERS

In the event of a job vacancy in a bargaining unit position, the Employer agrees to call the Local Union for an employee referral. The Union shall maintain a list of available applicants and the list shall be maintained in accordance with the requirements of established Federal and State law. All referrals shall be given employment at the agreed upon rate of pay.

C. PROBATIONARY PERIOD

There shall be a probationary period of sixty (60) days for new employees. Probationary Employees may be discharged with or without cause and without the right of appeal under this Agreement. At management's discretion, the probationary period may be extended for an additional sixty (60) days. The employee must be notified of the probationary period extension prior to the expiration of the initial sixty (60) day period. The notice must include the reasons for the extension to give the employee an opportunity to improve any performance deficiencies during the extended sixty (60) day period.

D. NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES

It shall be a violation of this Agreement for either the Employer or Union to discriminate against any employee, prospective employee, Union member or prospective Union member on the basis of race, color, religion, national origin, age, physical handicap, gender or sexual orientation. Redress of any alleged violation of this Article shall be through the grievance procedure established in this contract.

E. EMPLOYMENT PROCEDURES

1. Notice of New Hires. The Employer agrees to notify the Union, in writing, within fourteen (14) days from the date of first employment of any employee subject to this Agreement of the name of such employee, mailing address, store number, Social Security number, the position for which employed, the date of first employment and the rate of pay at which the person is employed. The Employer will include terminations and changes in job classification in its new hire report.

2. Conditions of Work for New Employees. The Employer shall pay such person so employed during the period said person is not a member of the Union, the regular Union wages provided for in this agreement for the class of work said person is doing and shall in other respects require said person to work under and live up to all of the provisions set forth in this Agreement.

F. ENFORCEMENT

The parties hereto agree that this Article III shall be implemented and enforced as hereinafter set forth.

1. Introductory Letter. This letter will be sent by the Union to the Employee's home (if Employer has complied with Article III-E.1 of this Agreement requiring the Employer to supply such home address to the Union), or to the store where the employee is employed.

a. This letter will quote the language of Article III-A of this Agreement and advise employees of the Union's office hours and other matters relating to the employee's satisfaction of his obligation under Article III-A of this Agreement.

b. A copy of this letter shall be sent to the Employer on the same date that the original copy of the letter is sent to the employee.

2. All employees will be billed for their appropriate initiation fee and/or reinstatement fee and/or periodic dues lawfully applied in accordance with the Bylaws of the respective Local Union.

3. Delinquency Notice. This notice will be sent to the employee's home address (if the Employer has furnished the Union with such information); otherwise, it will be sent to the store in which the employee works, with copies sent to the Employer and to the Store Manager.

The delinquency notice is to be sent to the employee specifically advising him that:

- a. He/she is delinquent in his financial obligations to the Union.
- b. Advising him/her of the specific amount due
- c. How the amount is computed
- d. The date the sum must be received by the Union
- e. The penalty for noncompliance, i.e., discharge if the obligation has not been met; and,
- f. Address and telephone number of the Local Union office and hours of operation.

4. Termination Notice. The termination notice shall be sent to the Employer involved. A copy is to be sent to the employee's home address (if the Employer has furnished the Union with such information). If the Employer has not furnished such information, the copy shall be sent to the employee at the store where the Employee works.

a. The termination notice will be sent at such time as the Employee has ignored all efforts by the Union to obtain compliance with this Article III-F.

b. The notice will advise the Employer that the Employee has failed to comply with the Union Security Clause of this Agreement in that the employee has not paid the initiation fees and/or reinstatement fees and/or dues as lawfully applied. In addition, the notice shall advise that the Union has complied with the decision of the National Labor Relations Board, as well as its own International Constitution and bylaws with regard to the required procedural steps of notifying the employee of the delinquency.

c. The termination notice shall also advise that the Union will not accept any payments from the employee or on account of the employee from and after the date thereof. The Union agrees that it will not in fact accept such payments.

d. The Employer shall terminate the employee at the end of the current week's work schedule after receipt by the Employer of the termination notice.

e. It is understood that, even though the Union has agreed, as set forth above not to accept any payments from the Employee or on account of the employee from and after the date of the termination notice, it is conceivable that such payment may be accepted as a result of an error by the Union. The parties agree that such errors should be very little in number and in fact, relatively rare occurrence. In the event of the acceptance of payment by the Union from and after the date of the termination notice, written notice of such error by the Union shall be furnished to the Employer by the Union. Such notice shall be accompanied by a complete statement of the facts and circumstances constituting the error. The error must be bon fide. The Employer, in the case of an error described above, shall reinstate the employee to the employment, provided, however, that this obligation to reinstate shall be limited to a period of forty-five (45) calendar days following the termination. Once the Union has notified the Employer of the error in the manner set forth above, the reinstatement provided for above shall be accomplished by including the employee on a future work schedule in the second workweek following the week in which the error has been established in writing with the Employer. In the event of an error described above, the Union agrees to indemnify the Employer for damages suffered by the Employer as a result of the Union's erroneous acceptance of payment, but such Union liability shall be limited to the period of time that the employee is off work as a result of the Union's request for termination. In the event that the back pay liability of the Union is satisfied by

the making of payment directly to the affected employee and not reimbursed directly to the Company by the Union, a letter shall be sent by the Union to the Employer stating that payment was made to the employee and setting forth the amount of such payment.

5. With regard to the application of this Article III-F, all employees covered by this Agreement shall be treated without discrimination.

G. SENIORITY

In the event of a layoff, employees will be selected for layoff in reverse order of seniority within each job classification. Furthermore, full-time workers are considered a separate classification from part-time workers. Seniority shall be determined by the date of hire into the classification in which one is working at the time of layoff. No employee shall be entitled to bumping rights from one classification to another in the event of a layoff.

H. SERVICE DELI AND MEAT CLERKS

With respect to Service Deli and Meat Clerks, when a permanent job is available for work to be performed in Food, and Service Deli/Meat Clerk employees in the store shall be considered candidates. If a Service Deli/Meat Clerk is selected for the Food position, such employee shall be paid the rate of pay according to said employee's experience.

ARTICLE IV
LEAVES OF ABSENCE

A. DEFINITION

A leave of absence is defined as an interruption of the normal work schedule in accordance with the terms and provisions provided in this Agreement. An unpaid leave of absence shall be taken in accordance with the limitation set forth and will ensure a return to employment with the same Employer upon the conclusion of the leave.

B. PERSONAL ILLNESS

1. Definition of Personal Illness. A personal illness is defined as any illness, accident or disability that requires medical attention and causes an interruption in the normal work schedule for the employee. Any employee, who has been employed by the same employer for a period of at least two years, shall be entitled to six (6) months of unpaid sick leave for any personal illness or injury. Such leave of absence may be extended by mutual agreement between the Employee and Employer. The Employer may request verification of such illness, accident or injury.

2. Sick Leave. Employees will be credited with twenty-four (24) hours of paid sick leave each year. The Employer will pay sick leave, in increments of two (2) hours or more, for scheduled time lost due to an employee's own personal illness or injury, medical appointments, or to attend to an illness, injury or medical appointment of a family member. Upon request of the employee, sick pay will be included on the check for that pay period. The Employer will not require a doctor's note for the use of paid sick time. Any unused sick leave will be paid to the employee on his/her anniversary check.

3. Bereavement Leave. Leave for all employees shall be provided in the event of the 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. Paid bereavement shall be confined to a maximum of one (1) calendar day within a period of forty-five (45) calendar days beginning with the date of death. 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, child, mother, father, brother, sister, mother and father of the current spouse, grandparent, grandchildren or other relative living in the employee's home.

4. Pregnancy Leave. The Employer agrees to grant to any pregnant employee who has been with the Employer for less than one (1) year, a leave of absence for that pregnancy, childbirth or related medical conditions, pursuant to the California Fair Employment Practices and Housing Act, Sec. 12945-(b) (2), for a reasonable period, not to exceed four (4) months.

5. Military Service. The Employer agrees to comply with the terms of *The Uniformed Services Employment and Reemployment Rights Act (USERRA)*.

C. EMERGENCY LEAVE

1. Definition of Emergency Leave. An emergency leave is defined as the required absence of an employee due to a traumatic event having a personal impact upon the employee such as; involvement of an immediate family member in a serious accident, fire, flood, or absence of an employee due to a traumatic or other serious conditions arising at the employee's residence; involvement as a victim of a criminal action, or any other similar situation normally considered an emergency.

2. Limitations, such emergency leave shall be automatically granted without pay to any employee for a period of up to twenty-four (24) hours. Such leave may be expected by mutual agreement between the Employer and the Employee.

ARTICLE V
DISCHARGE

A. **DISCHARGE FOR CAUSE**

The Employer shall not discharge any employee except for just cause once the employee has completed the probationary period.

B. **FALSIFICATION OF TIME RECORDS**

The Employer and the employee shall be jointly required to maintain daily records of time worked on time cards or other forms furnished by the Employer and the employee shall be required to verify such reports weekly. Such daily records shall be available for inspection at all times by the employee's supervisor, or upon request by the union official entitled to such information.

1. **No Employer Knowledge**. In the event of proven falsification of such time records by an employee, where it is established that the Employer or his/her representative had no knowledge of such falsification, the employee may be summarily dismissed, and he/she shall be entitled only to pay for the time reported.

2. **Collusion**. In the event of falsification of time records where it is established that both the employee and the Employer or his/her representative had knowledge of falsification, the employee may be disciplined, and he/she shall be paid for all time worked by a check mailed to the Union. In such case, where an employee receives pay for work that was not recorded on the time report, a sum equal to that amount shall be paid by the Employer to the Health and Welfare Fund.

All claims under this Section shall be limited to the ninety (90) day period immediately prior to the date the claim is presented to the Employer.

C. **WRITTEN WARNINGS**

1. If more than one (1) year (excluding absences for injury, illness or leave) has elapsed since the receipt of a written warning, that written warning will not be the sole basis for the next step of progressive discipline.

ARTICLE VI
WORKING HOURS, OVERTIME AND RELATED CONDITIONS

A. WORK

1. The normal work schedule for employees shall not exceed more than forty (40) hours in any one week. Except for emergencies, employees shall not be scheduled to work more than five (5) consecutive eight (8) hour days in a work week.

2. Overtime Pay. All work performed in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the normal regular hourly rate of pay. Compensatory time off at one's regular rate may be substituted for overtime pay provided it is agreeable with the Employee and the Employer. All work on Sunday for full-time employees shall be paid at a rate of one and one-half (1 ½) times regular rate of pay.

B. PART-TIME WORK SCHEDULE

Part-time bargaining unit employees may be hired for less than the regular day's work, but in no event less than four (4) hours per work day.

At the request of an Employee, he may work less than the contractual minimum hours in any week if mutually agreeable in writing between the Employee and the Employer. In the event the exception exceeds four (4) consecutive weeks then the Employee, Employer and Union will not unreasonably withhold approval. The Employer will immediately provide the Union with a copy of all Employer/Employee signed agreements which shall specify the period for which the minimum hours is waived. All of the foregoing agreements may be revoked in writing by the Employee at least one (1) week before the schedule is posted.

C. WORK SCHEDULE

1. The Employer shall post a work schedule in ink for all employees, specifying start and finish of shifts and including surname and first initial, no later than 5:00 a.m. on Thursday preceding the first day of the following work week. If the work schedule within any day is changed after Thursday without reasonable cause, the matter may be subject to the grievance procedure. It shall be the responsibility of each employee to check his/her work schedule. In the event a new schedule is not posted, the previous week's schedule shall apply.

2. In formulating the work schedule of any employee, a minimum of ten (10) hours shall have elapsed between any two (2) consecutive work shifts unless the weekly rotation of Sunday and night shifts is involved; provided however, that this provision shall not apply to an employee pre-designated on the work schedule by the Store Manager to

act in his absence, nor shall it apply in the event of emergencies. Work performed prior to the ten (10) hours' elapsed time shall be paid at the rate of time and one-half (1 ½). In no event will an employee be scheduled or required to work less than eight (8) hours between shifts, except in the case of emergency.

3. Once the work schedule has been posted all full-time employees shall be guaranteed the number of hours shown on the work schedule. Changes in the work schedule may occur in the event of emergencies, but full-time employees shall be paid for no less than the number of hours shown on the schedule.

4. Sixty percent (60%) of the total hours scheduled among employees excluding Clerks' Helpers, within a weekly work schedule, shall be allocated to full-time employees working at least forty (40) hours per week during five (5) eight (8) hour work days. Such ratio shall be arrived at by multiplying the total weekly work schedule of hours for employees by sixty percent (60%), and then dividing those hours by forty (40) hours remaining after the application of the above formula, it shall not be required that an additional employee be allocated full-time forty (40) hours per week schedule.

5. Vacancies on the posted work schedule shall be offered to employees on the basis of seniority.

D. DEFINITION OF PART-TIME AND FULL-TIME CLERKS

1. A part-time Bargaining Unit Member is defined as a person working less than forty (40) hours per week on a regularly scheduled basis, but a minimum of twenty-eight (28) hours or more per week. All part-time employees shall be scheduled for at least twenty-eight (28) hours of work in each week.

2. A person working fewer than twenty-five (25) hours per week, or less than one hundred (100) hours per month shall be excluded from the bargaining unit.

3. All Clerks' Helpers shall be excluded from the bargaining unit.

4. General Clerks will be limited to no more than four (4) per location. Upon completing two (2) years of employment, General Clerks will have the option to become part of the bargaining unit.

5. A full-time bargaining unit member is defined as an employee who is hired to work at least forty (40) straight-time hours per week [five (5) eight (8) hour days].

ARTICLE VII VACATIONS

A. FULL-TIME

Only full-time employees are entitled to receive paid vacation benefits. The vacation period shall be fixed by the Employer to suit the requirements of the business or profession, but as far as is practical and possible, will grant vacation period based on seniority. In scheduling such vacation, the Employer shall provide at least one month's notice prior to the commencement of the vacation itself.

B. HOLIDAY DURING VACATION

If a day designated as a holiday falls within the vacation period of the employee, he/she shall be granted an additional day of vacation with a full day's pay or an additional day's pay in lieu of the holiday.

C. PRO-RATE VACATION DUE TO ILLNESS OR INJURY

Absence from work up to four (4) weeks within the period of fifty-two (52) consecutive weeks immediately preceding the employee's anniversary date due to sickness to injury shall be considered as time worked for the purpose of determining eligibility for full vacation pay.

D. VACATION PAY

In computing the number of weeks of vacation pay which an employee is entitled to receive, a week's pay shall be defined as the total gross wages customarily received by the employee for one (1) week's work.

E. VACATION ENTITLEMENT

1. All full-time employees who have completed one (1) continuous year of employment shall be entitled to receive one (1) week paid vacation.
2. All full-time employees having completed two (2) years of continued employment shall receive two (2) weeks' vacation with pay each year.
3. All full-time employees having completed seven (7) or more years of continued employment shall receive three (3) weeks' vacation with pay each year.
4. All full-time employees having completed fifteen (15) or more years of continued employment shall receive four (4) weeks' vacation with pay each year.

5. Vacation pay shall not be paid to an employee if discharged for proven or admitted dishonest.

6. Part-time employees shall be entitled to time off as listed in items 1 – 3 of this Article.

ARTICLE VIII **HOLIDAYS**

A. **HOLIDAYS NOT WORKED**

1. The following days shall be holidays and granted without reduction in pay:

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

2. When one of the above days falls on a Sunday, the following Monday shall be considered the holiday instead of Sunday except for Easter.

B. **WORK ON A HOLIDAYS**

All work performed on a designated holiday shall be compensated at the premium rate of two (2) times the regular straight time hourly rate. Part-time employees will only receive holiday pay for hours worked.

ARTICLE IX **GENERAL WORKING CONDITIONS**

A. **REGISTER SHORTAGES**

1. No employee may be required to make up cash register shortages unless he/she is given the privilege of checking the change and daily receipts upon starting and completing the work shift and unless the employee has exclusive access to the cash register during the work shift, except as specified below.

2. No employee may be required to make up register shortages when management exercises its right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

B. RELIEF PERIODS

All employees working an eight (8) hour day shall receive two (2) ten-minute rest periods, one (1) prior to the lunch period and one (1) after the lunch period. Employees working more than three and one-half (3 ½) hours and up to an including six (6) hours per day, shall receive one (1) ten-minute rest period.

C. ALTERATIONS

This contract can only be altered, amended or changed by an instrument in writing signed by the Union and the Employer, and any oral statements or agreements shall be of no force and effect whatsoever.

D. INJURY ON THE JOB

When an employee is injured on the job, both employee and employer shall abide by all of the State rulings and requirements contained in the Workers' Compensation laws in the State of California.

E. STORE MEETINGS

All store meetings shall be considered time worked and shall be paid for accordingly under the provisions of this Agreement.

F. UNIFORMS

The Employer shall furnish all uniforms and shall pay for their laundry and upkeep, except to the extent that the uniform can be easily maintained in which case the maintenance of the uniform shall become the obligation of the employee

G. MEAL PERIODS

The meal period for all full-time employees shall be one (1) hour. Meal periods for part-timers working less than six (6) hours per day shall be no less than one-half (1/2) hours. All rules and regulations covering the timing of the meal period shall be made in accordance with the directions set forth under the industrial Welfare laws of the State of California.

H. WORK STOPPAGES

Matters subject to the procedures of this Agreement shall be settled and resolved in the manner provided herein. During the term of this Agreement, there shall be no cessation or stoppage of work, lockout, picketing, or boycotts, except that this limitation shall not be binding upon either party hereto, if the other party unlawfully refuses to perform any obligation under this Agreement or refuses or fails to abide by,

accept or perform a decision or award issued in accordance with the provisions of the grievance and arbitration procedure of this Agreement.

I. POLYGRAPH TEST

No employee or applicant for employment covered by this Agreement shall be requested or required by any representative of the Employer to be the subject of a Polygraph (lie detector) test for any reason whatsoever. The Employer agrees to refrain from any direct or indirect action that violates this understanding.

J. UNION PRINCIPLES

The Employer shall not discharge or discriminate against any employee for upholding Union principles, as long as such act does not constitute a violation of this Agreement, and nothing herein shall be so construed as an employee's rights under the Law including the right individually to refuse to cross a bonafide picket line established in a bonafide dispute by any bona fide labor organization.

K. 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 provisions 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 the law, both parties shall meet immediately for the purpose to renegotiate an agreement on provision or provisions so invalidated.

ARTICLE X
WAGES

A. WAGES AND CLASSIFICATION DESCRIPTIONS

All Department Heads, Food Clerks, Meat Cutters, Cashiers, Service Deli and Meat Counter Help at or above the top rates shall receive the following increases. Wages for each classification shall be set forth and shall be made a part of this Agreement under Appendix A.

1. March 7, 2022: \$2.00 wage increase
2. March 6, 2023: \$1.00 wage increase
3. March 4, 2024: \$1.25 wage increase

B. WAGE RATES

1. The Employer shall, with the approval of the Union, establish wages for the respective classification providing that such classifications and the respective wages are listed and are a part of his/her Agreement.

2. In the event work is performed under the provision of the Collective Bargaining Agreement for which there is no established wage or classification description, the Union shall attempt to work out an appropriate classification description and wage with the Employer. It shall then be affixed. In the event agreement cannot be reached, then the wage rate for this specific classification shall be subject to the grievance and arbitration procedure set forth in Article XI.

C. COMBO; SERVICE DELI AND MEAT CLERK

When there is a service deli, the duties of the Service Deli Clerk should be limited to only service deli duties; such as, sandwiches, salads, and counter help. This clerk may also do the duties of a Meat Clerk which is as follows:

Duties of the Meat Clerk

1. Meat Clerks are not to handle the tools of the trade, or do clean-up work around the market not pertaining to their immediate workstation.
2. Meat Clerks may be used to maintain the meat counters neat and clean.
3. Meat Clerks may stock the fresh case, wait on trade, collect money and give change.
4. Meat Clerks may slice luncheon meat for sale in the fresh meat case.
5. No Journeyman Meat cutter will be laid off or have his/her hours reduced due to the hiring of a Meat Clerk.

D. CASHIER – CODE: 09-003 - DUTIES

1. Checking out customers with their purchases of store products.
2. Stocking only those items sold at check stand areas (gum, candy, magazines, etc.)
3. Any violation of stock duties will result in Journeyman Food Clerk Rate of pay for the entire shift.

E. MINIMUM WAGE

In the event the Municipal, State or Federal minimum wage increases during the term of this Agreement (2022-2025) each Food Clerk and Meat rate will be at least forty cents (\$0.40) above the minimum wage. Further, each rate will be at least twenty cents (\$0.20) higher than the previous rate in the progressive schedule. If an employee working in a municipality with a higher minimum wage is involuntarily transferred to a store in another municipality, he or she will not be reduced in wage.

ARTICLE XI
GRIEVANCES & DISPUTES

A. GRIEVANCE PROCEDURE

1. Any dispute arising out of the interpretation or application of this Agreement shall be resolved in the manner set forth below.

2. The Union shall notify the Employer of any alleged dispute with fifteen (15) days of its being reported to the Union. The Union and Employer shall then schedule a meeting within a calendar week for the purpose of resolving the dispute at hand

3. In the event the parties under subparagraph 2 fail in their attempt to resolve the dispute, the matter shall be submitted to an arbitrator for hearing and final determination in accordance with rules of The Federal Mediation and Conciliation Service. Any award forthcoming under this provision shall be final and binding on all parties. Costs to be shared equally.

4. The parties will jointly select an arbitrator. In the event the parties cannot agree either party may request a regional panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service. The parties will split the cost of any panel which is jointly requested. The parties shall then choose the arbitrator by alternatively striking a name from the list until one (1) name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

ARTICLE XII
NEW LOCATIONS

When an Employer establishes a new location within the geographical jurisdiction of Local 770 and recruits part of the crew from one of his places of business already under Agreement with Local 770, all rights as to seniority and as to other provisions of this Agreement shall apply to such employees.

ARTICLE XIII
TRUST FUNDS

1. The Employer and the Union agree to continue the existing United Food and Commercial Workers Unions and Food Employers Benefit Fund (the "Benefit Fund"). The Benefit Fund will continue to provide health and welfare benefits that are consistent with the terms and limitations of the 2022-2025 Master Food Agreement.

2. It is further agreed that any changes negotiated between the Union and the Food Employers under Article 15 – Trust Funds of the 2022-2025 Master Food Agreement, such as changes in benefits or contributions, will be implemented by the Employer, on the dates agreed upon in those negotiations.

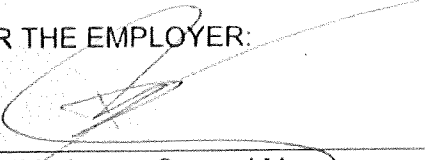
3. The Company agrees to all of the Article 15 - Trust Funds provisions of the 2022-2025 Master Food Agreement and it is understood and agreed that should a collective bargaining agreement be negotiated by the Union with the Food Employers calling for changes in contributions pertaining to the Pension, Benefit, and related Trust Funds, the Company agrees to be bound by all such terms and changes in contributions and conditions during the term of the existing agreement between the parties.

ARTICLE XIV
EXPIRATION AND RENEWAL

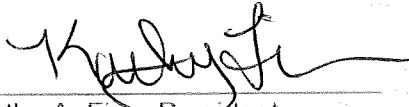
This Agreement shall be in effect from March 7, 2022, to and including March 2, 2025, and shall continue from year to year thereafter unless either party shall give written notice to the other at least sixty (60) days prior to the expiration date of March 2, 2025, or at least sixty (60) days prior to any subsequent March 2, of any succeeding year, of its desire to alter or amend this Agreement.

SIGNED THIS 20 DAY OF January, 2023

FOR THE EMPLOYER:

BY 
Tom Modugno, General Manager
Santa Cruz Market

FOR THE UNION:

BY 
Kathy A. Finn, President
UFCW Local 770

APPENDIX A

FOOD CLERKS

	Old Contract			
	<u>Rate</u>	<u>3/7/22</u>	<u>1/1/23</u>	<u>1/1/24</u>
1 st 52 weeks	\$15.40	\$15.50	\$16.00	Min Wage +\$0.50
2 nd 52 weeks	\$15.60	\$15.75	\$16.25	Min Wage +\$0.75
3 rd 52 weeks	\$16.00	\$16.00	\$16.50	Min Wage +\$1.00
4 th 52 weeks	\$16.50	\$16.50	\$16.75	Min Wage +\$1.25
Thereafter:				

	Old Contract			
	<u>Rate</u>	<u>3/7/22</u>	<u>3/6/23</u>	<u>3/4/24</u>
Experienced	\$18.90	\$20.90	\$21.90	\$23.15
Dept Heads and Keys	\$19.75	\$21.75	\$22.75	\$24.00

MEAT CUTTERS

	Old Contract			
	<u>Rate</u>	<u>3/7/22</u>	<u>1/1/23</u>	<u>1/1/24</u>
1 st 52 weeks	\$15.40	\$15.50	\$16.00	Min Wage +\$0.50
2 nd 52 weeks	\$15.60	\$15.75	\$16.25	Min Wage +\$0.75
3 rd 52 weeks	\$16.00	\$16.00	\$16.50	Min Wage +\$1.00
Thereafter:				

	Old Contract			
	<u>Rate</u>	<u>3/7/22</u>	<u>3/6/23</u>	<u>3/4/24</u>
Journeyman	\$19.12	\$21.12	\$22.12	\$23.37
Head Meat Cutter	\$19.62	\$21.62	\$22.62	\$23.87

CASHIER, SERVICE DELI AND MEAT COUNTER HELP

	Old Contract			
	<u>Rate</u>	<u>3/7/22</u>	<u>1/1/23</u>	<u>1/1/24</u>
1 st 52 weeks	\$15.20	\$15.50	\$16.00	Min Wage +\$0.50
2 nd 52 weeks	\$15.30	\$15.75	\$16.25	Min Wage +\$0.75
3 rd 52 weeks	\$15.40	\$16.00	\$16.50	Min Wage +\$1.00
4 th 52 weeks	\$15.50	\$16.50	\$16.75	Min Wage +\$1.25
Thereafter:				
Experienced	\$15.65	\$17.65	\$18.65	\$19.90