

# RETAIL MEAT AGREEMENT

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Agreement Between

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCALS  
115, 120, 506, 532 and  
588 Northern California

and

FOOD EMPLOYERS COUNCIL, INC.  
On Behalf Of Its Member  
Companies, Independent Retail  
Meat Markets and Retail Fish  
& Poultry Dealers

Nov. 1, 1991 - March 4, 1995

Dear Brothers & Sisters:

This Retail Meat Agreement, commonly referred to as the Collective Bargaining Agreement, spells out in detail the conditions under which you make your living. As such, it is a most valuable booklet and should be kept and valued by you. We encourage you to read it carefully as there are times you will need to refer to it.

The job of the Union is to make sure that your Employer lives up to both the letter and the intent under which this Meat Agreement was negotiated. If you have a general understanding of its' contents, the never ending task of enforcement will succeed to the maximum and the chances that you will be improperly treated by your Employer will be diminished.

Should you have any questions, please get in touch with your union representative and, even more so, if you think your Employer is, at any time, not living up to it fully.

The wages, benefits and working conditions set forth in these pages represent over 80 years of progress by your Union. Progress won by blood, sweat and tears of the thousands who came this way before us. Sacrifice and solidarity created all that you have today in the workplace. Our best hope to keep what we have and to continue our steady record of improvements to assure that all Employers honor this Agreement completely.

Your negotiating committee encourages your participation in this process as it is critical for yourself and for those who will follow. **Solidarity Works!**

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# RETAIL MEAT AGREEMENT

THIS AGREEMENT, made and entered into this first day of November, 1991, by and between \_\_\_\_\_ hereinafter known as the Employer, and United Food & Commercial Workers Union, Locals 115, 120, 506, 532 and 588, hereinafter known as the Union.

## WITNESSETH:

For the purpose of promoting and perpetuating friendly relations between the Employer and the Union and all Employees and individuals covered by this Agreement, and to establish fair and equitable operating and working conditions and also conditions of employment, the following Agreement is entered into:

### SECTION 1. JURISDICTION

- 1.1 It is agreed that all fresh meat shall be cut, prepared and fabricated on the premises, by a Head Meat Cutter, Journeyman Meat Cutter or Apprentice Meat Cutter, provided, however, the carcasses may be processed up to and including the maximum reductions listed and described on the attached Exhibit "A" and may be delivered to the premises in that form but all further processing of these parts shall be performed on the premises.
  - 1.1.1 A Journeyman Meat Cutter shall not be required to be on duty between the hours of 6:00 P.M. and 6:00 A.M.;
  - 1.1.2 When fresh meat is offered for sale and a member of the bargaining unit is not on duty in the Meat Department during such hours, no one other than a member of the bargaining unit shall perform work in the Department.
  - 1.1.3 No Employee, presently employed in the jurisdiction of Locals

115, 120, 506, 532 and 588, employed as of November 1, 1985, will have his or her hours reduced or will be laid off as a direct result of implementing the modification of Exhibit A or modification of journeyman on duty or the introduction of pre-priced products set forth in Section 1.2 below:

- 1.2** Lunch meats, pre-sliced bacon, dissected and pre-fabricated fowls, ground beef and pork sausages in visking casing, fish and/or rabbits which pursuant to current custom and practices are presently pre-fabricated and dissected, along with all cooked or pre-cooked meats, or combinations of such meat products, whether in bulk or package form, need not be cut on the premises but all the above products, along with fresh, frozen, smoked or cooked sausages shall be handled, displayed, dispensed and offered for sale by Employees covered by this Agreement. Notwithstanding the above, pre-priced poultry (whole, cut-up and/or parts), fish, liver, sausage, and smoked or cured meats may be merchandised.

Offal may be brought into the market pre-packaged and pre-priced.

Tortillas may be handled, stocked, and displayed by vendors.

In the event of the deliberate failure of an Employer to schedule an Employee to work in accordance with the provisions of the Collective Bargaining Agreement, when fresh meat is offered for sale, the Employer will be required to pay an amount equal to the wages which would have been paid to an Employee, to the Health and Welfare Plan.

The parties agree to establish a Joint Committee to monitor and evaluate the status of products listed on Exhibit A during the term of this Agreement. The Joint Committee, composed of members appointed by the FEC and the Local Unions, shall have the authority to add to, modify and or delete from the list of cuts.

Authority set forth above shall be exercised only by mutual agreement of the members of the Committee. Where disputes

arise or mutual agreement cannot be reached, said disputes shall be referred to the procedures set forth in Section 20, New Methods of the Agreement for binding resolution.

Nothing contained herein or in the Agreement shall prevent the Joint Committee from implementing actions and/or modifications, nor shall this provision limit the ability of individual companies and individual unions to negotiate separate understandings.

## SECTION 2.

### UNION RECOGNITION, UNION SECURITY, EMPLOYMENT & DISCHARGE

**2.1 UNION RECOGNITION:** The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement working in the retail markets of the Employer in the following Local Union jurisdictions:

- Local 115:**
- A. Humboldt and Del Norte Counties.
  - B. Lake, Mendocino, Sonoma, and Marin Counties; south to and including Novato.
  - C. Marin County north to Novato.
  - D. San Francisco County and the towns of Daly City, Colma, Brisbane, South San Francisco, and Pacifica.
  - E. The county of San Mateo, excluding the town covered under D above.
  - F. The counties of Shasta, Tehama, Siskiyou, Modoc, Lassen, Butte, Glenn, Plumas, and Trinity.

- Local 120:** Alameda County and El Cerrito, Richmond, San Pablo, El Sobrante, and Kensington Park of Contra Costa County.
- Local 506:** The Retail Markets and Frozen Food Locker Plants of the Employer in Santa Clara, San Benito, Monterey and Santa Cruz Counties.
- Local 532:** Napa, Solano, and Contra Costa Counties with the exception of El Cerrito, Richmond, San Pablo, El Sobrante and Kensington Park of Contra Costa County.
- UFCW 588:**
- A. Sacramento County and the greater Sacramento area including Auburn, Placerville, and Woodland.
  - B. Lake Tahoe and vicinity.
  - C. The area covered by Oroville, Marysville, Yuba City, and Grass Valley.

**2.2** The parties to this Agreement recognize the competitive nature of this Industry and therefore agree that no individual having or claiming to have any proprietary interest in the firm of the signatory Employer under contract to Locals covered by this Agreement will be permitted to work hours different from those established by this Agreement; nor shall such individual be permitted otherwise to violate the spirit of any working conditions established by this Agreement.

Once an Employer becomes subject to the terms and conditions of this Agreement such Employer thereafter shall continue to be subject to such terms regardless of any change in the nature of the entity by voluntary action or by operation of law including specifically reorganization as a partnership or corporation or any lease arrangement and including specifically operations conducted by Receiver, Board of Trade, or similar procedure.

2.3 **UNION SECURITY:** On and after thirty (30) days of employment, or the date of execution of this Agreement, whichever is later, each Employee shall become and remain a member of the Union as a condition of employment; provided, however, that the Employer shall not be obligated to discharge any Employee in violation of the National Labor Relations Act, as amended. Upon written notification from the Union that an Employee has failed to make timely tender to the Union of initiation fees and/or periodic dues, the Employer agrees to terminate said Employee within seven (7) days from such notice. In the event reinstatement occurs, the Employee shall be made whole by the Union.

2.3.1 Following a termination under this provision, there shall be a grace period of thirty (30) days during which time, if the Union presents the Employer with bona fide evidence that the termination demand was improper, the Employee shall be reinstated within seven (7) days from such notice.

The Union agrees to indemnify and hold the Employer harmless in any and all claims and/or causes of action which arise out of or are in any way connected with the Employer's compliance with this provision.

2.3.2 Membership in the Union shall be available to persons employed in work covered by this Agreement upon terms and qualifications not more burdensome than those applicable generally to other applicants for such membership.

2.4 **EMPLOYMENT:** The Employer shall have sole responsibility for and full freedom in the selection and employment and discharge of persons employed or to be employed in work covered by this Agreement, subject to the provisions of this Agreement; provided that there shall be no discrimination because of membership or non-membership in or participation or non-participation in the activities of the Union.

2.4.1 An Employer who desires to employ a person in work covered by this Agreement shall give preference to persons who apply for such employment who have been employed within the

geographical area covered by this Agreement in work covered under this Agreement within three (3) years immediately preceding the date of application for such employment.

**2.4.2** An Employer who desires to employ persons in work covered under this Agreement shall inform the Union of the number and qualifications of persons desired, the location of the job site and the expected duration of the job at least forty-eight (48) hours (exclusive of Saturdays, Sundays, and recognized holidays) in advance of the time that such persons are required, or within a lesser period if extraordinary conditions so warrant.

**2.4.3** The Employer shall notify the Union within one week of the name, address, Social Security Account Number and classification of every such person employed in work covered by this Agreement, together with the date of such employment, and the location of the place or prospective place of employment. Whenever a person is rejected for such work, the Employer shall upon request of the Union, notify the Union in writing of the reason or reasons therefor.

**2.4.4** Any Employees hired shall report to the Union within one (1) week after date of employment to fill out and sign applications, forms and papers for health and welfare and pension purposes.

**2.4.5** There shall be no discrimination in the employment of an otherwise qualified person because of race, color, sex, religious creed, national origin, age, disability unrelated to job duties or veteran's status.

**2.4.6 DEFINITIONS:**

(1) Regular full-time Employee - An Employee who has completed the sixty (60) day probationary period and is hired to work at least forty (40) straight-time hours per week in five (5), eight (8) hour days.

(2) Regular part-time Employee - An Employee who has completed the sixty (60) day probationary period and who is hired to work less than forty (40) hours per week. He or she is

guaranteed a minimum of four (4) hours per day when the Employee works as scheduled or required. Part-time Employees may be scheduled five (5) days per week to fill in for temporary vacancies (vacations, etc.) without changing their part-time status.

(3) An Extra Employee is one who is employed for less than forty (40) hours per week and is not employed on a regular basis.

An Extra Employee is one who is hired on a daily and/or temporary basis and is not subject to the probationary period of Section 14 except as set forth below. An extra Employee may qualify to become a regular Employee if within any rolling period of ninety (90) consecutive days:

- (a) he averages at least twenty-four (24) hours of work per calendar week, after which point he may commence a probationary period of sixty (60) days; or,
- (b) he averages at least thirty-two (32) hours of work per calendar week, after which point he may commence a probationary period of thirty (30) days.

The Employer will upon request provide an Extra Employee with a form to notify the Employer of his desire to commence a probationary period. The form must be filed with the Employer within two (2) weeks of completing the requirements and a copy of the form shall be sent to the Union. If the Extra Employee is eligible in accordance with either (a) or (b) above, the probationary period shall commence the workweek following receipt of the request form.

When an Extra Employee passes his probationary period, his seniority date as a regular Employee for all purposes under this Agreement shall date from the first day of his probationary period. Extra Employees shall be entitled only to those benefits and contract rights reserved for "extra Employees" within the Collective Bargaining Agreement.

**2.5 STORE MANAGER TRAINEES:** Employees who are in bona fide Store Management Training Programs may work in covered employment, including handling the "tools of the trade", so long as said work is for the purpose of familiarizing the Manager Trainee to the Meat Department operations. No Meat Department Employee shall have their hours reduced or be laid off as a direct result of the training program. Before any Employee commences training in the Meat Department, the affected Union(s) shall be notified, in writing, of the name(s) of the trainees, the location(s), the training start date and the expected duration.

**2.6 DISCHARGE:** No Employee covered by this Agreement shall be suspended or discharged without just and sufficient cause. Discharge for failure to comply with Section 2.3, of this Agreement shall be deemed a discharge for cause.

In the event a Head Meat Cutter who has been demoted to Journeyman Meat Cutter feels that the demotion was discriminatory he or she shall have the right to appeal through the adjustment and arbitration proceedings of this Agreement.

**2.6.1** Before an Employee is discharged, he or she shall receive written warning of unsatisfactory conduct and copy of such notice shall be sent to the Union. The Employee receiving such warning shall be given reasonable opportunity to rectify or change such conduct. Such warning shall be considered null and void after six (6) months from the date of issue. The notice and warning required by this Section need not be given to Employees discharged for dishonesty, insobriety, insubordination, (as defined in Webster's International Dictionary), fighting on the job, malicious destruction of property or illegal use of narcotics.

Upon request from the Union, the Employer agrees to notify the Union in writing of the reasons for discharge of an Employee.

**2.6.2** Any Employee claiming unjust dismissal, demotion or suspension shall make his or her claim therefor to the Union

within three (3) days of such dismissal, demotion or suspension, otherwise no action shall be taken by the Union. If, after proper investigation by the Union and the Employer, it has been found that an Employee has been disciplined unjustly, he or she shall be reinstated with full rights and shall be paid his or her wages for the period he or she was suspended, demoted or dismissed; or he or she shall be granted some other appropriate remedy mutually agreeable to the Union and the Employer, or as determined by the arbitrator.

Investigation of any claims shall be made within ten (10) days of the making of such complaint by the Employee.

- 2.6.3** Any dispute arising out of any such suspension, demotion or discharge not settled by the procedure above shall be subject to the provisions of Section 16 of this Agreement.

### **SECTION 3. HOURS**

- 3.1** Regular Employees shall be guaranteed payment for eight (8) hours for each day and for forty (40) hours for each week subject to the addition of all premium and overtime provisions unless, at the time they are told to report to work, they are advised that they are being hired or brought to work on a predetermined, short workweek of less than five (5) days, or unless such work ceases to be available by reason of an Act of God or other reason beyond the control of the Employer. Subject to the provisions of Section 13 of this Agreement, the Employer shall post a work schedule in his or her shop no later than 5:00 p.m. Friday of each week and except in cases of emergency, no changes shall be made in the said schedule without forty-eight (48) hours' notice to the Employees involved in such change of schedule.

Employees who are not scheduled to work Saturday shall be notified by Friday, prior to completion of Employee's shift, of the change in schedule. Any Employee who is not notified of a change in his or her schedule in accordance with the provision shall work the following week on the same schedule as he or she worked the prior week.

- 3.2** Five (5) full days of eight (8) working hours each within nine (9) consecutive hours, totaling forty (40) hours, shall constitute a week's work, Monday through Saturday of each week. Sunday, if worked, shall be the first day of the workweek.
- 3.3** The above Section 3.1 and Section 3.2 notwithstanding, Meat Clerks hired after 1/1/86 and Fish Cutters have a four (4) hour daily guarantee.
- 3.4** Individuals hired on a day of the week subsequent to Monday shall receive the rate of a Journeyman Meat Cutter, or Apprentice, or Meat Clerk, as hereinafter set forth, provided that they are scheduled to work at least five (5) consecutive scheduled working days. In the event such Employee works less than five (5) days after having been hired as above set forth, then and in that event, he or she shall receive the rate of an Extra Employee for such periods.
- 3.5** The straight-time pay period for work performed shall be any eight (8) hours worked within a period of eight and one-half (8½) hours by mutual agreement of Employer and Employee or within a period of nine (9) hours between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday.

Any Meat Cutter or Apprentice who may be required to work any part of his or her workday prior to 8:00 a.m. or after 6:00 p.m. shall be paid Two Dollars (\$2.00) in addition to his or her regular rate of pay. In Local 506 the hours are 9:00 a.m. to 6:00 p.m.

In so-called twenty-four (24) hour operations any Employee scheduled to work a shift in which his or her normal lunch period will fall after midnight, shall be scheduled to work eight (8) hours within eight (8) hours and shall be allowed to eat his or her lunch while on the job.

- 3.6** Shift assignments shall be determined by the Employer, with due consideration being given to hardship cases and cases of merit. Where shift changes are requested, the minimum lapse time between shifts shall be ten (10) hours and any Employee

called back to work in less than ten (10) hours lapse time shall be paid time and one-half (1-1/2) his or her regular straight-time rate for all work performed during said ten (10) hour lapse period.

- 3.7 One (1) full uninterrupted hour should be given as a meal period or one-half (1/2) uninterrupted hour shall be posted and given as a meal period with the mutual agreement of the Employer and Employee. No Employee shall work longer than five (5) hours without a meal period except as provided herein and in Section 3.12, 3.13, and 3.14 of this Section 3. Any Employee who works in excess of five (5) hours during an eight (8) hour shift without a meal period shall receive overtime compensation for all such work performed in excess of five (5) hours until released for a meal or relieved from duty. Notwithstanding, the Employer may schedule a six (6) hour shift without a lunch period. For part-time Meat Sales Clerks, Fishcutters, and Clean-up Employees said six (6) hour shift shall not be subject to the overtime rate and shall include two (2) unscheduled ten (10) minute breaks.
- 3.8 Time spent in store meetings or in meetings called by the Employer, before or after the day's work, shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement.
- 3.9 Extra Employees, discharged for cause, shall be paid for time worked.
- 3.10 Extra Employees who report late for work need not be put to work; provided, that if put to work at all, they shall be paid only for the time worked.
- 3.11 **Except for Local 588:** When an individual is sent out by the Union to a position at the request of the Employer, or when an individual is requested to report for work by the Employer, and in either case, arriving there on time is not permitted to work, such individual shall be paid a day's pay; provided, applicants for vacation relief or steady employment may be referred to a scheduled interview by the Employer and no pay shall be

required for such period of interview, unless he or she is put to work on such day of interview, in which event he or she shall be paid a full day's pay.

**For all Locals.** In the event the Union dispatches an Employee who was previously discharged for cause by the Employer, the Employee shall not be entitled to any minimum guarantees of work or pay.

- 3.12** During one lunch hour in any workday in a market employing one or more Meat Cutters in work covered by this Agreement, Monday through Saturday, there must be one such Employee covered by this Agreement in attendance at all times during which fresh meat is being sold. In such markets where the Meat Cutter is alone, the Employer may also close the market (fresh meat section), use a Relief Employee or operate for one unattended lunch hour in a day, or require the Meat Cutter to work through the lunch hour, in which event the Meat Cutter shall be paid at the applicable overtime rate for the lunch hour and shall be permitted to eat his or her lunch on the job.
- 3.13** In the event a Meat Cutter shall work his or her lunch hour as hereinabove provided and completes the workday, he or she shall be paid his or her regular straight-time rate of pay for the ninth (9th) hour.
- 3.14** On Sundays and holidays in self-service markets, where only one Employee is performing work covered by this Agreement, he or she shall be provided with a full, uninterrupted hour off for lunch and the meat department may remain open; provided that no individual, except the Owner-Employer, not otherwise employed in work covered by this Agreement, shall be permitted to perform work covered by this Agreement during such unattended lunch hour. On Sundays and holidays in a conventional or self-service market, a Meat Cutter may eat on the job and shall receive pay in accordance with the provisions of Sections 3.12 and 3.13.
- 3.15** Except as otherwise provided in Section 6.5 of this Agreement, Employees working less than five (5) full days in a regular

calendar week or less than four (4) full days in a calendar week in which a holiday falls, shall receive "Extra Worker's" pay as set forth in Section 8. Notwithstanding the above, Employees who are scheduled on a regular part-time basis shall not receive the "Extra Worker's" rate of pay.

- 3.16** The Employer agrees to keep records of time worked by all Employees in such a manner as is prescribed by the applicable provisions of the Fair Labor Standards Act, whether or not that Act actually applies to the Employer.
- 3.17** Employees shall be allowed an unscheduled ten (10) minute break in the first half of their shift prior to the meal period and an unscheduled ten (10) minute break in the last half of their scheduled shift prior to quitting time.

#### **SECTION 4. OVERTIME**

- 4.1** The Employer agrees he or she will not schedule any Employee to work in excess of fifty (50) hours in any six (6) workdays, except in cases of emergency. Emergency, for the purpose of this Section, shall mean sickness, injury on the job, death, mechanical breakdown or lack of available manpower which would affect the proper operation of the shop.
- 4.2** All work performed in excess of eight (8) hours in one (1) day, or on the sixth (6th) day worked in a calendar week, shall be paid for at the overtime rate, which shall be one and one-half (1-1/2) times the Employee's regular straight-time hourly rate of pay as set forth in Section 8 hereof. No Employee shall work seven (7) days in a calendar week, except in cases of emergency.
- 4.3** Work performed on holidays shall be paid for at two (2) times the regular straight-time rate of pay and time worked in excess of eight (8) hours on Sunday or holidays shall be paid for at two and one-half (2- 1/2) times the regular straight-time rate of pay.
- 4.4** Employees who are scheduled to work a regular eight (8) hour shift which commences before 8:00 a.m. or ends after 6:00 p.m. on any day shall receive overtime pay at the appropriate rate for

any time worked in excess of such eight (8) hours in addition to the Two Dollars (\$2.00) shift premium required in Section 3.4 of this Agreement. Employees who are scheduled to work a regular eight (8) hour shift between the hours of 8:00 a.m. and 6:00 p.m. on any day and who are required to work in excess of such eight (8) hours after 6:00 p.m. by reason of an emergency shall receive overtime pay at the appropriate rate but shall not be entitled to the Two Dollars (\$2.00) shift premium required in Section 3.4. In Local 506, the hours shall be 9:00 a.m. to 6:00 p.m.

- 4.5** Any regular full-time Employee called to work on his or her scheduled day off shall be paid at the rate of time and one-half (1 ½) the regular straight-time rate of pay for that day, except that if he or she works a sixth (6th) day, he or she shall be paid at the rate of straight-time that day and at the rate of time and one-half (1 ½) on the sixth (6th) day. The Employee shall not be given a substitute day off unless he or she requests another day off in lieu of the day off which he or she worked.
- 4.6** There shall be no pyramiding of overtime and/or premiums and only the highest applicable rate shall apply.

## **SECTION 5. TRAVEL PAY**

- 5.1** If an Employee is required by the Employer to travel between markets during the course of his or her workday, or is moved by the Employer from one market to another on a temporary assignment, or if an Employee is scheduled to work in a different market on different days in any one (1) week, he or she shall receive:
- (1) Mileage allowance in accordance with amount provided for under the Internal Revenue Service Regulations (\$.275 as of November 1, 1991) or bus or taxi fare between markets, depending on the method specified by the Employer.

- (2) Reasonable out-of-pocket expenses such as bridge tolls and parking charges; and
- (3) Reasonable allowance for board and lodging, when required to remain away from home overnight, not to exceed Twenty-Five Dollars (\$25.00) per day.

The mileage allowance, or fare as above provided for, shall be paid for the extra mileage the Employee is required to travel over and above his or her normal travel to and from work from his or her home to the market at his or her regular assignment.

- 5.2** If an Employee is required by an Employer to travel during the course of his or her workday, he or she shall receive payment at his or her regular rate of pay for the time of travel.

The provisions of Section 5.1 shall not be applicable to an Employee who was, at the time of his or her initial employment, so employed, or to an Employee who accepts, as a result of his or her seniority, such work.

## **SECTION 6. HOLIDAYS**

- 6.1** The following days shall be observed as holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the Employee's Birthday, Anniversary Date of Employment, and a Floating holiday.

Effective January 1, 1992, Veteran's Day and President's Day holidays shall be exchanged for an Employee's anniversary date of employment and a floating holiday. The Anniversary Date of Employment holiday and the floating holiday shall be enjoyed by regular Employees in accordance with the observance procedures governing the Employee's Birthday holiday. Upon entitlement the floating holiday shall be taken by mutual agreement of the Employer and Employee. If not taken within the year following entitlement, the Employee shall receive a day's pay in lieu thereof.

All Employees complying with the holiday provisions hereof shall have a straight-time workweek of four (4) days of thirty-two (32) hours in the calendar week in which a holiday falls and shall be paid for a full five (5) day, forty (40) hour workweek.

The Employee's birthday shall also be a paid holiday and Employees shall receive pay for said holiday as if worked. Each Employee shall give his or her Employer notice of his or her birthday at least two (2) weeks prior to the week in which the birthday occurs. Such birthday holiday shall be enjoyed by the Employee on the actual date of his or her birth or on another day mutually agreeable to the Employee and the Employer during the week preceding, the week of, or the week following the actual week of the Employee's birthday. If an Employee's birthday falls on a day which is otherwise considered as a holiday, he or she shall receive an additional day off for the birthday in addition to the holiday on which it falls. Entitlement to the birthday holiday shall commence with the Employee's first birthday following completion of six (6) months of employment with the company.

It is understood that the day of observance for Memorial Day shall be the date established by Federal Statute.

Whenever any of the holidays mentioned in this Agreement fall on Sunday, they shall be observed on the following Monday, except that any Christmas or New Year's Day that falls on a Sunday will be observed on the Sunday.

When the grocery departments of the retail store is contractually required to be closed on any of the above holidays, the meat department shall also be closed.

- 6.2** Employees who are required to work on any of the above-named holidays shall receive the applicable overtime rate as set forth in Section 4.3 for all hours worked on said holiday.
- 6.3** All regular Employees shall be entitled to holiday pay providing the Employee works the scheduled work day before and the

scheduled work day after the holiday. It is understood that in order to qualify for holiday pay, an Employee must work at least one (1) work day during the week in which the holiday falls. Probationary Employees will not be entitled to holiday pay.

Any Regular Employee on temporary layoff who has worked any portion of the week preceding the week of, or the week following the holiday week shall be paid for the holiday if temporary layoff has not and does not exceed twenty (20) days.

- 6.4 Regular part-time Employees shall receive holiday pay for a holiday based upon one-fifth (1/5th) of the average hours worked per week in the six (6) weeks immediately preceding the holiday. Extra Employees are not entitled to holiday pay except as specified in Section 6.5 below.
- 6.5 Extra Employees working the four (4) days in the week of a holiday shall be paid for the holiday, but in such event shall be paid at the weekly scale and not the extra scale.
- 6.6 In the event the Employer schedules an Employee to work on a no-work holiday, the Employer will be required to pay an amount equal to one (1) day's pay at the Journeyman rate to the Health and Welfare Plan.
- 6.7 **For Local 506 Only:** No Employee shall be permitted to work after 7:00 p.m. on Christmas Eve and New Year's Eve.

## SECTION 7. VACATIONS

- 7.1 In Locals 115, 120, 506, 532 and 588 it is agreed to continue the present Northern California Butcher Unions and Employers Vacation Trust Fund, except as modified below, for the purpose of providing vacation pay to eligible Employees as provided for under this Article. The Employer will pay total vacation entitlement to the Employee, and be reimbursed by the Fund for that portion of entitlement attributed to Industry Service.

7.2 All regular Employees shall be entitled to receive one (1) calendar week's vacation with pay after the first year of Industry Service as defined in the Northern California Butcher Unions and Employers Vacation Plan, hereinafter referred to as the Plan, provided such Employees have been in the employ of their Employer for not less than one (1) year at the time such vacation is granted. All regular full-time Employees shall be entitled to receive two (2) calendar weeks' vacation with pay after the second year of Industry Service as defined in the Plan; three (3) calendar weeks' vacation with pay after the fifth (5th) year of Industry Service as defined in the Plan; four (4) calendar weeks' vacation with pay after the fifteenth (15th) year of Industry Service as defined in the Plan, and five (5) calendar weeks' vacation with pay after completion of the twentieth (20th) year of Industry Service as defined in the Plan, provided in each case, such Employees have been in the employ of their Employer for not less than one (1) year at the time such vacation is granted.

All regular part-time Employees on whose behalf contributions have been made by contributing Employers to the Plan in at least six (6) months within any twelve (12) month period shall be credited with Industry Service credit and shall be entitled to a prorated 1-2-3-4 or 5 weeks' vacation in accordance with the terms and provisions as follows:

Employees will accumulate a full year of Industry Service if during their anniversary year they work for their Employer a minimum of one hundred eighty (180) days (1440 straight-time hours). Less than a full year of service may be earned as follows:

Straight-Time Hours = Credited Service

0-119	0
120-240	1/12
240-360	2/12
360-480	3/12
480-600	4/12
600-720	5/12
720-840	6/12
840-960	7/12
960-1080	8/12
1080-1200	9/12
1200-1320	10/12
1320-1440	11/12
1440-year	12/12

- 7.3 For the purpose of computing or prorating vacation earnings, two percent (2%) of the Employee's earnings for the previous year equals one (1) week's vacation pay, four percent (4%) of the Employee's earnings for the previous year equals two (2) weeks' vacation pay; six percent (6%) of the Employee's earnings for the previous year equals three (3) weeks' vacation pay; eight percent (8%) of the Employee's earnings for the previous year equals four (4) weeks' vacation pay and ten percent (10%) of the Employee's earnings for the previous year equals five (5) weeks' vacation pay.

**NOTE:** Vacation pay shall be computed on the Employee's W-2 form earnings for the prior calendar year, except the first year of employment, it shall be computed on total earnings during the first anniversary year of employment and when an Employee terminates, it shall be computed on his or her earnings from the Employee's anniversary date of employment to his or her termination date.

- 7.4 Where an Employee is entitled to three (3) or more weeks of vacation, the Employee and Employer may, if they mutually agree, provide that two (2) weeks may be taken at one time and the balance taken at one other time during the year, or, that

two (2) weeks may be taken at one time together with payment in lieu of the balance thereof. The Employer shall be required to pay the Employee his or her vacation pay prior to the Employee taking his or her vacation and no Employee may be required or allowed to take vacations other than within the year in which they are due except that early vacations may be taken if mutual agreement as to the time and date of said early vacation is reached between the Employer and the Employee.

- 7.5 Whenever a holiday falls during a vacation period of an Employee, he or she shall have the option to be paid his or her holiday pay without an extra day off or to take an extra day off at another time agreeable to him or her and his or her Employer.
- 7.6 The Employer shall post or make available a schedule of available vacation dates by January 1 and the Employees shall indicate their preference of dates, if any, by February 1. The principles of seniority shall be observed in the selection of vacation periods except that an Employee may not, after February 1, exercise the right of greater seniority to change the vacation selection of an Employee having lower seniority. The Employer shall reserve the right to designate the number of Employees that may be on vacation at any time, but in no event less than one Employee in any one week except as set forth herein. Notwithstanding the foregoing, the Employer may block out five (5) weeks each year with no more than one (1) week blocked out in any month.
- 7.7 Employees will be credited vacation service for time lost as a result of "on-the-job injuries", not to exceed 6/12 (720 hours) of a year's vacation credit.

Employees absent due to bona fide illness, other than industrial, may be credited with vacation service for time lost, not to exceed a maximum of 1/12 (120 hours) of a year's vacation.

- 7.8 Pro rata vacation pay shall not be paid during the first year as above provided in case of discharge for cause or voluntary quit, except that on voluntary quit, where one (1) week's notice has

been given to the Employer, the Employee shall receive pro rata pay.

**7.9** Pro rata vacation pay paid to an Employee under Sections 7.6 and 7.7 above shall be paid as severance pay.

**7.10** (1) The Vacation Fund previously established shall be kept segregated from other vacation funds now or hereafter existing which are established by the Union and any other Employer, other than Retail, except as provided for in Section 7.11.

(2) The Fund shall continue to provide that an Employee who voluntarily leaves that service of an Employer and secures a job with another Employer in the Meat Industry shall forfeit one-half (1/2) of his or her accumulated years of service with that Employer and shall accumulate subsequent Vacation Benefit based upon the revised years of service.

(3) Employees discharged for dishonesty, insobriety, insubordination (as defined in Webster's New International Dictionary), fighting on the job or malicious destruction of property shall have their accumulated vacation term reduced in the same manner as that provided in (2) above.

(4) For the purpose of establishing the Plan, for Locals 115, 120, 506, and 532, each Employee's accumulated years of service shall be his or her total period of service with the Employer by whom he or she is employed on October 1, 1968, or with whom he or she had rehire rights under the seniority section of this Collective Bargaining Agreement on that date. For UFCW 588 the date established is July 1, 1980.

The Employers agree to be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated January 21, 1970, establishing said Fund including, specifically, the requirement to pay liquidated damages as set forth in such Fund.

**7.11** Vacation pay shall be allocable to the periods of time in which such vacation was earned.

7.12 Extra Employees are not entitled to vacation accumulation or credit for any purpose.

For sales, transfers or other changes in ownership on or after January 1, 1992, any sale or transfer of industry vacation benefits resulting from such a sale or transfer shall not be the responsibility of the Benefit Fund.

The Employers shall contribute to the funded vacation plan an amount per hour which is required to maintain in effect the Northern California Butcher Unions and Employers Vacation Trust Fund. The amount of contributions shall be determined by the Trustees and such Trustee action shall be binding on the Employers.

## SECTION 8. WAGES

8.1 In the event the Federal Wage and Hour Law is applied to Retailing so as to increase the Employer's obligations hereunder, the parties shall reopen and revise this Agreement so as to preserve the intended workweek and rates of pay pertaining thereof.

8.2 Exhibit B which sets forth the job classifications, minimum rates of pay, and other terms are incorporated herein as if set forth in full.

8.3 **\*\*METRO/NON-METRO AREAS**

### ZONE A

**Local 115** Marin County, San Francisco County and towns of Daly City, Colma, Brisbane, So. San Francisco and Pacifica. Counties of San Mateo, Butte, Mendocino, Lake Plumas, Glenn, Lassen, Tehama, and Shasta.

**Local 120** In its entirety.

**Local 506** In its entirety.

**Local 532** In its entirety.

**UFCW 588** In its entirety.

### ZONE B

Counties of Humboldt, Del Norte, Trinity, and Modoc.

**For UFCW 588:** All apprentices employed as of the date of this Agreement shall be allocated to their proper wage classifications. If there is a reasonable doubt with regard to the Journeyman's competency of an apprentice after completion of the two (2) year training period, such apprentice shall be given an examination to test his or her competency. An apprentice failing such examination shall be required to work as an apprentice for three (3) additional months before being eligible for re-examination. Failure to pass this second examination shall restrict the employment of an apprentice to three (3) additional months, at the end of which time he or she shall have been allocated to Journeyman's status, or employment will be terminated.

**8.4** Journeymen replacing Head Meat Cutters on their days off shall receive Head Meat Cutter's rate of pay.

**Except for UFCW 588:** Where two (2) or more Employees work a majority of their shift after 10:00 p.m., one (1) such Employee shall be designated as a Leadman and shall be paid a premium of One Dollar (\$1.00) for the day's work, in addition to his or her regular rate of pay for that day.

**8.5** Except in markets operated by an Owner, only Journeymen shall operate a market as a "Head Meat Cutter."

**8.6** Employees and Extras shall be paid weekly.

**8.7** The Employer agrees to furnish each Employee with a wage statement showing period covered, name of Employee, hours worked, straight-time and overtime (if any), total amount of wages paid and list of deductions made. Such statements shall be furnished each payday, provided, however, that upon termination of employment, the Employee will be furnished a statement for final payment when final wage payment is made.

## SECTION 9. APPRENTICES

### 9.1 APPRENTICES:

9.1.1 One (1) Apprentice shall be allowed to every four (4) Journeymen or fraction over four (4). Markets employing less than four (4) Journeymen shall be entitled to one (1) Apprentice.

9.1.2 An Apprentice can work without Journeyman supervision for no more than three (3) hours during his or her first six (6) months apprenticeship period or for more than four (4) hours during his or her second six (6) months apprenticeship period, exclusive of meal periods.

An Employer may establish its own apprenticeship program which can be implemented by mutual agreement of the Company and the Union.

9.1.3 On-the-job training of Apprentices shall be in accordance with the California Apprenticeship Law (Shelly-Maloney Act) as set forth in the California Labor Code. Both the Union and the Employer will assist in developing sound and uniform Retail Industry-wide Apprenticeship Training Programs.

9.1.4 Tests to judge the competency of an Apprentice shall be set up by the Industry Joint Labor-Management Apprenticeship Committee and by majority vote its decision shall be final. Said tests shall be conducted jointly by one (1) representative of the Industry and one (1) representative of the Union.

9.1.5 A Joint Advisory Committee consisting of a representative of the State of California, Division of Apprenticeship Standards and an equal number of representatives appointed by the Food Employers Council, Inc., representing the Employers and an equal number of representatives appointed by each Butchers Union as follows: 115, 120, 126, 127, 506, 532, and 588, to represent all segments of the retail meat industry in Northern California, shall be charged with the responsibility of preparing a uniform Northern California-wide program prior to

February 1, 1974, to develop procedures, guidelines, and standards to train apprentices in compliance with the California Apprenticeship Law (Shelly-Maloney Act), Title VII of the Civil Rights Act, and any other applicable Federal Statutes.

The procedures, guidelines and standards as developed by the Joint Advisory Committee shall be used by Joint Apprenticeship Committees to train Apprentice Meat Cutters working under contracts with Butchers Union Locals Nos. 115, 120, 126, 127, 506, 532, and 588. If the Joint Advisory Committee is unable to reach mutual agreement, matters in dispute shall be referred to the Regional Director, Region 9, Apprenticeship and Training Division, United States Department of Labor, for settlement.

## **9.2 MEAT CLERKS:**

- 9.2.1** Meat Clerks may wrap, weight, price and stock fresh, chilled or frozen meat; fresh, chilled or frozen poultry; fresh, chilled or frozen fish as well as cold and smoked meats and in addition thereto, may display and dispense frozen meat, fresh, chilled and frozen poultry, fresh chilled or frozen rabbits; fresh chilled or frozen fish, as well as cold and smoked meat, provide relief in the fish department, and may also act as Demonstrator. Meat Clerks shall receive a premium of Fifty Cents (\$.50) per hour to a maximum of Two Dollars (\$2.00) per shift for each hour in which any work is performed before 9:00 a.m. and after 6:00 p.m.
- 9.2.2** Meat Clerks may take bell calls (contact the customer, serve the customer, relay the orders to the butcher, wrap the merchandise and give it to the customer), and may also keep the meat cases tidy, and clean the glass and empty cases and empty trays.

In addition, the Meat Clerk may keep the counter neat and clean; fill the counter and replace trays of meat including boating; wait on the trade; collect money; give change; cut a steak or roast which has already been processed by a Meat Cutter to size in order to serve a customer; modify any prepared cut to suit a customer; use slicing machine, cube steak machines, and grinder to serve the customers.

Any Employees that are currently performing these described duties at whatever rate of pay they are currently receiving will not be reduced by virtue of this expansion of duties.

- 9.2.3** Meat Clerks desirous of entering the Meat Cutter Apprenticeship Program shall make their desires known to the company in writing and such Employees shall receive consideration for such training and, if selected, attend the apprenticeship training program. Said Meat Clerks entering apprenticeship training shall be given a thirty (30) day trial period. To the extent permitted by law, and in compliance with the terms of this Agreement, it is the intent of the parties to see that all minorities are given an opportunity to move into all classifications of work covered by this Agreement. Consistent with this objective, qualified Meat Clerks will be given preference by seniority over other applicants for such work.

There shall be no reduction in pay to a Meat Clerk covered under this Agreement as a result of entering the apprenticeship program, but the Meat Clerk rate shall apply until such time as the apprentice rate exceeds the Meat Clerk rate, at which time the apprentice rate shall apply. Said apprentice will then progress through the apprentice steps to journeyman. After completing the thirty (30) day trial period, all acquired company seniority shall be applied to the Employee's new classification.

### **9.3 PART-TIME MEAT SALES CLERK AND FISH CUTTER:**

- 9.3.1** Part-time Meat Sales Clerks may be hired after January 1, 1986, to work less than eight (8) hours per day, but must be scheduled for at least four (4) hours per shift. Fish Cutters hired after December 12, 1985, must be scheduled for at least four (4) hours per shift.
- 9.3.2** All part-time Meat Sales Clerks and Fish Cutters shall be scheduled a minimum of twenty (20) hours per week.

- 9.3.3** Part-time Meat Sales Clerks and Fish Cutters may bid for full-time forty (40) hour jobs, or additional part-time hours excluding relief for vacations, illness or authorized leave of absences based upon said Employee's seniority providing that said Employee makes his or her desire for such work known in writing to the Employer and Union. Such request shall be made in the months of January and July. It is understood the Meat Sales Clerk and Fish Cutters must be qualified to fill the vacancy and qualifications include such factors as experience, job performance, aptitude, attendance, etc.
- 9.3.4** Part-time Meat Sales Clerk's and Fish Cutters requests for additional available hours shall be applied on a store-by-store basis. Requests for available full-time "forty (40)" hour jobs shall be applied on the basis of the Union's geographical seniority area(s).
- 9.3.5** The Employer shall immediately upon receipt of said request place the names of those Employees on a list maintained by the Company. All names are to be placed on the list according to seniority. A copy of said list shall be forwarded in February and August of each year to the Union.
- 9.3.6** Any Meat Sales Clerk and Fish Cutter called to work on a sixth (6th) day shall receive overtime as provided under the Overtime Section.
- 9.3.7** The aforementioned weekly guarantee shall not apply if one or more of the following conditions exist:
- (1) The store is normally open for business six (6) days or less in the workweek;
  - (2) A week in which one of the holidays named in this Agreement falls;
  - (3) Employees scheduled to work are absent without proper notice;
  - (4) Work is not available due to Acts of God;

- (5) The part-time Employee, the Employer and the Union agree that the Employee may work less than twenty (20) hours per week;
- (6) An unanticipated, significant business fluctuation.
- (7) The week the Employee is being recalled from layoff.

**9.3.8** It is understood that Employees will not be able to claim wages under this interpretation, except for hours lost commencing with the weekly schedule immediately following the Union's written notification to the Employer of the claim and thereafter until resolved. If the Employee or the Union gives written notice to the Employer within seven (7) days of his notice of layoff, the above provisions do not apply.

**9.3.9** The regular hourly rate of pay for Meat Clerks shall be as set forth in Exhibit B hereof.

Employees currently working as Meat Clerks at a higher rate of pay with the eight (8) hour guarantee shall not be reduced as a result of this agreement.

#### **9.4 SERVICE FISH DEPARTMENT OPERATION:**

**9.4.1** The Service Fish Department will be considered a separate department and seniority rights of Service Fish Department Employees shall be applied by classification with company seniority within a seniority area. Employees in the Fresh Fish Department shall not perform work in the Meat Department. They may wrap fresh fish products for the sale in self-service cases within the Service Fish Department, as a means of selling fish when the service fish Employee leaves and the service counter is not manned.

**9.4.2** Except as set forth herein, the duties of the Employees working in this Department are to be confined to this Department, as is necessary and incidental to carrying out their duties of selling fresh fish. Fish Department Employees may handle, display and

stock frozen fish. No meat or poultry products will be displayed, handled or sold by the fish service counter.

**9.4.3** Main duties of Fish Department Employees will consist of:

- (1) Preparation of product.
- (2) Displaying of product.
- (3) Servicing customers in the service area.
- (4) Maintaining cleanliness of the service and preparation area.
- (5) Other duties incidental to the carrying out of the above duties.

**9.4.4** The regular hourly rate of pay for Service Fish Cutters shall be as set forth in Exhibit B hereof.

Employees currently working in Fish Departments of the Employer at a higher rate of pay with the eight (8) hour guarantee shall not be reduced as a result of this agreement.

## **SECTION 10. SUPERANNUATED EMPLOYEES**

**10.1** An Employee whose earning capacity is limited because of advanced age or other handicaps that may interfere with his or her activities as a Journeyman Butcher may be employed on suitable work, at a wage agreed upon by the Employee, the Employer and the Union.

## **SECTION 11. HEALTH & WELFARE, SICK LEAVE, PENSIONS AND FUNERAL LEAVE.**

### **11.1 HEALTH & WELFARE:**

The Employer agrees to continue to make payments to Northern California Butcher Unions and Employers Health Trust Fund for the purpose of paying health and welfare benefits for eligible Employees and their eligible dependents.

- 11.1.1** Effective for hours worked in November, 1991 and payable in December, 1991 the Employer will contribute Three Dollars and Forty Cents (\$3.40) per straight-time hour worked, or paid for, for each individual employed under this Agreement to said Trust to provide plan benefits.

Effective for hours worked in November, 1993 and payable in December, 1993 the Employer will contribute One Dollar and Ninety-five Cents (\$1.95) per straight-time hour worked, or paid for, for each individual employed under this Agreement to said Trust to provide plan benefits.

During the last three (3) months of this Agreement the contribution rate shall be adjusted to the cost of the Plan defined as 105% of the average hourly cost of the Plan during the six (6) month period ending five (5) months prior to the expiration of this Agreement.

The above constitutes the Employers' sole and only obligation for contributions to the Health and Welfare Plan during the term of this Agreement.

- 11.1.2** In the event of legislation providing health and welfare or sick leave benefits which are also provided for under this Agreement, the Trustees are directed to immediately amend the Plan Document deleting duplicated benefits.

- 11.1.3** Contributions shall be made on all straight-time hours worked and/or compensated for. It is understood that the contributions required on behalf of any Employee shall not exceed forty (40)

hours per week or two thousand eighty (2080) hours in any calendar year. In order to qualify for health and welfare coverage, Employees must work or be compensated for a minimum of eighty (80) straight-time hours per month in addition to meeting other eligibility requirements as established by the current plan of benefits.

- 11.1.4** The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Health and Welfare Plan, and inasmuch as beneficiaries under the plan are entitled to health and welfare benefits for the period of time that they may have worked while covered by the plan even though contributions have not been paid on their behalf by the Employer, that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the Fund and to the Health and Welfare Plan which would result from the failure of an individual Employer to pay such monthly contribution in full within the time period provided. Therefore, the amount of damage to the Fund and Health and Welfare Plan resulting from such failure shall be presumed to be the sum of Twenty Dollars (\$20.00) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is greater, not to exceed the sum of One Hundred Dollars (\$100.00) per delinquency, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contribution became delinquent, and shall be in addition to said delinquent contribution or contributions, as well as any further sums permitted by law.

## **11.2 SICK LEAVE:**

- 11.2.1** Regular full-time Employees shall be entitled to four (4) days sick and accident leave with pay after the first (1st) six (6) months of service with the Employer, four (4) additional days after the second (2nd) six (6) months of such service and eight (8) days annually for each year thereafter. Unused sick and accident leave shall be accumulative to a maximum of thirty-two (32) days.

Regular part-time Employees shall be entitled to sick and accident leave with pay after six (6) months of service with the Employer on a pro rata basis of straight-time hours worked as follows:

80 hours or more worked	2/3 of a day
40-79 hours worked	1/3 of a day
Less than 40 hours worked	0

- 11.2.2** An Employee who is collecting unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, shall not receive sick and accident benefits as provided herein; provided, however, if such unemployment compensation disability benefits or workmen's compensation temporary disability benefits or both, are less than the amount of the sick and accident benefits provided herein for such period, such Employee shall receive sick and accident benefits in addition to such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, in an amount sufficient to equal the amount of sick and accident benefits he or she would have otherwise received as provided herein.
- 11.2.3** If an Employee is sick beyond the period of time for which he or she is entitled to sick leave benefits under this Agreement, then the Employer shall continue to pay him or her the amounts of sick leave benefits heretofore withheld because of such State or private carrier or self-insured plan payments.
- 11.2.4** All sickness and accident benefit payments due under Section 11.3.2 in excess of five (5) days shall accrue and be payable when the Employee returns to work, is released by the doctor or when such State or private carrier or self-insured plan payments cease.
- 11.2.5** A day's sick and accident benefit shall mean a day's pay at the rate in effect at the time the Employee qualified to receive the sick and accident benefit, and may actually be spread over more than one (1) day to integrate with other payments contemplated in Section 11.2.2.

- 11.2.6** The Employer shall reserve the right to request the Employee to produce a medical doctor's certificate verifying the fact of such illness.
- 11.2.7** The sick and accident benefits shall be due and payable only as above provided and shall not be converted to cash when not used.
- 11.2.8** An Employee who is injured on the job and does not complete that day's work and is not permitted to return to work by a licensed medical doctor shall receive pay for the entire workday and such pay shall not be charged against sick and accident leave.
- 11.2.9** The Sick Leave Fund heretofore created is continued, however, the Trustees are directed to modify it so that only "mobility" or Industry Service will be funded. Effective July 1, 1980, the burden for making sick leave payments to the Employees shall be the responsibility of the Employers.
- 11.2.10** Effective for anniversary dates following on or after December 1, 1985, upon maximum accumulation consisting of a combination of sick leave days held in the Trust and those days accumulated on the Employee's anniversary date each year with his or her current employer, the employer will make a one-half (1/2) cash pay out to the Employee for all unused sick leave in excess of the maximum thirty-two (32) days as a result of the accumulated combination total.
- 11.2.11** Effective November 1, 1980, upon retirement from the Northern California Butchers' Pension Fund, the Employer will make a one-half (1/2) cash pay-out of all unused sick leave to the Employee as severance pay. Only sick leave accumulated with Employer at retirement shall be eligible for the one-half (1/2) cash pay-off.
- 11.2.12** Sick leave would be payable only following the first (1st) scheduled full day's absence from work and otherwise in accordance with the Collective Bargaining Agreement. If an Employee is hospital confined or off due to an on-the-job

injury, on the first (1st) full scheduled day away from work, then sick leave will be payable with the first (1st) scheduled day.

### **11.3 PENSIONS: Locals 115, 120, 506, 532 and 588.**

**11.3.1** The California Butchers Pension Trust Fund heretofore created is continued in existence and effective for hours worked in November 1993, payable in December 1993, each individual Employer covered by this Agreement agrees to contribute One Dollar and Forty-five Cents (\$1.45) per straight-time hour worked, or paid for, exclusive of overtime hours, for each individual employed under this Agreement to said Trust Fund. Each individual Employer agrees to be subject to and entitled to the benefits of all provisions of the Trust Agreement dated January 3, 1958, establishing said Fund including, specifically, the requirement to pay liquidated damages as set forth in such Fund.

Effective for hours worked in the last month of this Agreement the One Dollar and Forty-five Cents (\$1.45) contribution rate may be increased by up to a maximum of ten cents (10¢) per straight-time hour worked, or paid for. The amount of the contribution increase, if any, shall be determined using an Amortization Period of twenty (20) years from January 1, 1992. The Trustees are directed to minimize the amount necessary to meet this objective to the fullest extent possible. It is understood that the actuarial assumptions and cost methods shall be consistent with those established by the Plan's actuary in determining the Plan's maximum and minimum contribution requirement as specified by the Internal Revenue Code.

Establish reciprocity with the Northern California Retail Clerks.

**11.3.2** The Trustees are not authorized, nor shall they improve benefits in any manner which would have the impact of increasing the Plan's unfunded vested benefit liability, except as provided in 11.3.1.

In addition, the Trustees in developing the cost of any benefit improvements and any associated unfunded vested liability

calculations shall use the cost methods and package of assumptions used by the Actuary for the most recent Actuarial Evaluation, dated June 30, 1990, including but not limited to interest assumptions, hours assumptions, disability and mortality tables, expense factors and retirement age assumptions.

- 11.3.3** The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Pension Plan, and inasmuch as beneficiaries under the Plan are entitled to pension benefits for the period of time that they may have worked while covered by the Plan even though contributions have not been paid on their behalf by the Employer, that it would be extremely difficult if not impractical, to fix the actual expense and damage to the Fund and to the Pension Plan which would result from the failure of an individual Employer to pay such monthly contributions in full within the time period provided; therefore, the amount of damage to the Fund and Pension Plan resulting from such failure shall be presumed to be the sum of Twenty Dollars (\$20.00) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of One Hundred Dollars (\$100.00) per delinquency, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contribution became delinquent, and shall be in addition to said delinquent contribution or contributions as well as any further sums permitted by law.

## 11.5 FUNERAL LEAVE:

**11.5.1** When a Regular Employee on the active payroll is absent from work for the purpose of arranging for or attending the funeral of a member of his or her immediate family, as defined below, the Employer shall pay him for eight (8) hours at his or her regular rate of pay for each day of such absence up to a maximum of three (3) days, provided:

- (1) The Employee notified the Employer of the purpose of his or her absence on the first (1st) day of such absence;
- (2) The absence occurs on the day during which the Employee would have worked but for the absence;
- (3) The day of absence is not later than the day of such funeral except where substantial travel time is required;
- (4) The Employee, when requested, furnishes proof satisfactory to the Employer of the death, his or her relationship to the deceased, the date of the funeral, and the Employee's actual attendance at such funeral.

For the purposes of this Section, a member of the immediate family means the Employee's spouse, child, mother, father, sister, brother, step-mother, step-father, step-children, mother-in-law, father-in-law, grandparents and grandchildren.

**11.5.2** A thirty (30) day leave of absence without pay shall be allowed where necessary in order to care for necessary details resulting from the death of a member of his or her immediate family as hereinabove defined; provided, further, that all leaves of absence granted in this Agreement shall be considered as part of the continuous service with the Employer.

## **11.6 DEDUCTIBILITY OF CONTRIBUTIONS:**

- 11.6.1** The obligation to make any contribution specified in Section 11 is expressly conditioned on the deductibility of that contribution by the Employer as an ordinary and necessary business expense, or otherwise, in the year which the contribution is made. In the event that any Employer's contribution is not deductible as an ordinary necessary business expense, or otherwise, in the year which the contribution is to be made, the Employer's obligation to make such contribution shall be permanently suspended for any month in which the contribution is not deductible. Such obligation shall not resume until such contribution becomes deductible as herein described. An Employer shall also be entitled to a refund of any contribution actually made, if that contribution is not deductible by the Employer as an ordinary necessary business expense, or otherwise, in the year in which it is made.

## **SECTION 12. GENERAL BENEFITS**

- 12.1** Where the Employer requires the Employees to wear dress or uniform of any character, the Employer shall furnish such dress or uniform and provide for the laundry and upkeep thereof. Shirts and/or ties will be supplied only if the Employer specifies both the color and the specific style. Specific style shall be defined as collar style, sleeve length, and fabric content. Once implemented, there shall be no change in color unless by mutual agreement.
- 12.2** All grinding of tools and sharpening of saws shall be at the Employer's expense.
- 12.3** Employees who are required by the Employer to use clothing or boots other than those provided for in Section 12.4 shall have such clothing or boots supplied by the Employer.
- 12.4** Employees required to work in and out of cutting rooms or coolers shall be permitted to wear slacks, sweaters, or other suitable clothing to adequately protect them from cold and dampness.

- 12.5** In each market which utilizes the "sage" sanitation system, protective wearing apparel will be provided by the Employer with the understanding that Employees using said protective apparel shall be responsible for returning it to its proper place.
- 12.6** The Employer agrees to comply with prevailing Federal and State regulations.
- 12.7** Paid absences from work, such as vacations, Holidays and sick leave, shall be considered as time worked for the purpose of this Agreement but shall not be deemed as time worked for purposes of computing overtime, unless otherwise provided in this Agreement.
- 12.8** Where the basis for amounts paid over the wage rates provided in Section 8 have been specifically set forth in writing to the Employee, they may be discontinued when the reason for their payments ceases to exist and the Employee has been so advised in writing with a copy to the Union.
- 12.9** Where female Employees are required to work after dark, the Employer shall provide the use of a lighted parking area in the immediate vicinity of the store.
- 12.10** The Employer agrees that no Employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with said Employer concerning wages, hours of work and/or working conditions which provides less benefits than the terms of this Agreement.
- 12.11** An Employee who wishes to be transferred to store locations nearer his or her home shall so notify the company in writing indicating the particular area and stores in question. When permanent vacancies arise in that store for which the Employee is qualified, the Employer will give full consideration to transferring him or her before filling the vacancy. If his or her transfer takes him or her across Local Union jurisdictional lines, his or her seniority rights shall be as set forth in Section 14.7. Once a person has effected a transfer pursuant to this

paragraph, future requests will not be honored for a two (2) year period.

- 12.12** Company rules will be furnished the Local Union upon request.

### **SECTION 13. JURY DUTY**

- 13.1** An Employee who is summoned and reports for jury duty shall receive the difference between jury pay and his or her regular daily rate of pay for each day for which he or she reported for jury duty and/or orientation on which he or she would normally have worked.
- 13.2** In the event an Employee is released from jury duty at any time prior to 12:00 noon, he or she shall return to work and shall be allowed a reasonable time to eat lunch and to return to the market; provided, however, a combination of the total hours spent on jury duty and working shall not exceed nine (9) hours, including time to return to the market and lunch period.

All work in excess of a combined total of eight (8) hours spent on jury time and work time in any one (1) day shall be paid for at the overtime rate of one and one-half (1-1/2) times the Employee's regular straight-time rate of pay.

- 13.3** Time spent serving on a jury shall not be used in computing overtime.
- 13.4** Notwithstanding the scheduling provisions contained in this Agreement, the scheduled days off of an Employee called for jury duty may be changed so the Employee reports on his or her day off.

### **SECTION 14. SENIORITY**

- 14.1** Where merit and ability are approximately equal, seniority shall be recognized and Journeymen promoted, provided they meet qualifications fitting them for such positions. The Employer hereby agrees that when promotions are in order or higher rated jobs come open, those already employed by said Employer

shall be given preference and fair trial period shall be given without jeopardizing the Employee's former rating.

**14.2** There shall be a sixty (60) day probationary period for all new Employees, during which time they may be discharged for any reason. Following completion of such period, the Employee shall become a regular Employee for all purposes under this Agreement and his or her seniority shall date from the first day of employment.

**14.3** Seniority shall be by classification listed as follows:

- (1) Head Meat Cutter (over 5).
- (2) Head Meat Cutter
- (3) Journeyman Meat Cutter and Apprentice Meat Cutter
- (4) Meat Clerk, Cashiers, Delicatessen Workers (conventional and self- service)
- (5) Fish Cutter
- (6) Clean-Up

For the purposes of layoff and recall, Journeyman Meat Cutter and Apprentice Meat Cutter shall be considered as one classification.

**14.4** Seniority shall be based upon continuous service with the Employer but no Employee shall suffer loss of seniority unless he or she:

- (1) Is discharged for cause;
- (2) Resigns or voluntarily quits;
- (3) Is absent from work for six (6) consecutive months due to layoff.

- (4) Is absent from work for more than thirty (30) days due to death in the immediate family, as provided in Section 11.5.2.
- (5) Fails to return to work upon completion of a leave of absence as defined in Section 15, Leaves of Absence.
- (6) Fails to report for work when recalled as provided in Section 14.8 set forth below.

When personal leaves are granted by the Employer, the Employee shall be given written notice thereof specifying the extent of such leave.

- 14.5** In the reduction of the number of Employees due to lack of work, the least senior Employee, in the classification shall be the first to be laid off and, in recalling the most senior Employee laid off in the classification shall be the first recalled until the list of Employees previously laid off has been exhausted.

Employees who are laid off due to lack of work shall have seniority rights in recalling for extra and/or steady jobs subsequently available with the Employer prior to the hiring of new Employees. Such Employees shall be notified by telephone, or if not reached by telephone, then by telegram or certified mail, a copy of which shall be sent to the Union.

- 14.6** The selection of vacations shall be on a market basis except:
- (1) The vacation of an Employee shall not be changed if it was scheduled prior to his or her transfer from one market to another.
  - (2) If an Employee does not have a scheduled vacation at the time of such transfer, the scheduling of his or her vacation shall be based solely upon his or her seniority status in the market to which he or she is transferred.

- 14.7** With respect to layoffs, recall and promotions, seniority shall be based upon the length of the service with the Employer in the

area covered by this Agreement; provided, where an Employee is transferred by the Employer to such area from another area, the transferred Employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights with respect to layoff, recall or promotion until the expiration of six (6) months after the date of transfer, at which time his or her seniority shall be based upon the first (1st) day of employment by the Employer, regardless of area. However, during such period of six (6) months the transferred Employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights with respect to layoff, recall and promotion in the area from which he or she was transferred.

Transfers from one seniority area to another seniority area shall not be compulsory nor shall any Employee be disciplined or otherwise discriminated against for refusing to accept such a transfer. Within an individual seniority area the Employer agrees that they will not arbitrarily or capriciously transfer Employees.

The areas referred to above are spelled out in Section 2 - Union Recognition.

Individual agreements between Safeway and UFCW 588 and Safeway and Local 115 concerning seniority areas are attached and by reference incorporated herein.

- 14.8** When an Employee is recalled after layoff, he or she shall have three (3) days to report after receipt of notice of such recall.
- 14.9** Employees assigned to regular relief work may, after six (6) months on such work, request the Employer in writing to be assigned to work in one (1) store. The rescheduling of such relief work shall be done within thirty (30) days and be based upon inverse seniority. This provision shall not apply to temporary relief work required as a result of illness, injury, vacation or other like temporary relief work.

- 14.10** In the scheduling of predetermined short workweek as provided in Section 3.1 of this Agreement, the assignments shall be made on the basis of seniority within the appropriate supervisory district in the area covered by this Agreement.
- 14.11** Upon request by the Union, the Employer agrees to provide a seniority list of all Employees, provided such request is not made more than once in each twelve (12) months.
- 14.12** The Union will cooperate with the Employer in the scheduling of Employees for temporary part-time or relief work outside the geographical jurisdiction of this Agreement. However, no Employee shall be discriminated against for refusal to accept such assignment.
- 14.13** Part-time Employees with prior experience with the company will be given due consideration in the selection of applicants for permanent full-time vacancies.

## **SECTION 15. LEAVES OF ABSENCE**

- 15.1** Leaves of Absence shall be granted as follows:
- 15.1.1 SICKNESS AND NON-INDUSTRIAL INJURIES:** Up to six (6) months after one year's employment.
- 15.1.2 INDUSTRIAL INJURIES:** Up to twelve (12) months for any Employee incurring an industrial injury after his first sixty (60) days of employment and who has less than three (3) years of seniority at the time said leave of absence commences.
- Up to eighteen (18) months for any Employee who has three (3) or more years seniority at the time said leave of absence commences.
- 15.1.3 PERSONAL LEAVES:** Leaves up to thirty (30) days after one year of employment for any compelling personal reason to be agreed upon by the parties, such leaves shall be requested and granted in writing.

- 15.2** At the end of any period of such leave of absence for illness or injury, an Employee shall be restored to employment with the company with full seniority to the same classification held immediately prior to such leave of absence.
- 15.3** The foregoing, notwithstanding, no Employee shall suffer loss of seniority because of absence, due to illness of fifteen (15) working days or less.

## **SECTION 16. GRIEVANCE AND ARBITRATION**

- 16.1** Any dispute that may arise as to the interpretation of this Agreement shall be brought to the attention of the other party to this Agreement in writing. Any dispute must be taken up with the Employer within thirty (30) days of the date the Union has knowledge thereof.
- 16.2** Any dispute as to the interpretation of this Agreement which cannot be adjusted amicably between the Union and the Employer within ten (10) business days shall be referred to a Board of Adjustment upon written request of either party. The Board shall consist of two (2) selected by the Union and two (2) selected by the Employer. The findings of this Board shall be binding upon the Union, the Employer, and the Employee, provided that the Board shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement. The decision of the Board shall be by a majority and shall be reached within a reasonable time from the date the controversy is presented for adjustment.
- 16.3** In the event that any dispute submitted to this Board of Adjustment cannot be settled within the period of time provided for in Section 16.2 above, the issue in dispute shall be submitted for disposition to an impartial arbitrator. The party presenting the dispute shall request arbitration in writing not more than thirty (30) days after the dispute was first taken up with the other party, or the dispute will be considered to have been withdrawn and waived. If no response is made to the request for arbitration within thirty (30) days, the allegations shall be

deemed to have been admitted and proved. Such impartial arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not have authority to change, alter, add to, delete, amend or modify it. His or her decision on any matter submitted to him or her shall be final and binding upon the Union, the Employer and the Employee. In the event an arbitrator is used, the cost of the arbitrator shall be borne equally by the parties involved.

- 16.4 There shall be no strikes, lockouts or other forms of work stoppage while any matter, dispute or grievance is under process of adjustment or arbitration as provided for herein.
- 16.5 Wage claims must be filed within ninety-one (91) days from the date of the occurrence giving rise to the wage claim. In the event the wage claim is not filed within that ninety-one (91) day period, said claim shall be null and void.

#### **SECTION 17. UNION AFFAIRS**

- 17.1 Duly authorized representatives of the Union shall be permitted to visit the various places of business of the Employer for the purpose of observing working conditions and to see that this Agreement is being fully carried out.
- 17.2 No Employee shall be discriminated against for membership in or legal activity on behalf of the Union.
- 17.3 The Union Shop Card is the property of the United Food and Commercial Workers, AFL-CIO & CLC and is loaned for display to the Employer who signs and abides by this Agreement. The Union Shop Card can and may be removed from any market by Union Officials for any violation of this Agreement. The Union Shop Card shall be displayed prominently and visible to the public.
- 17.4 Notwithstanding any other provisions of this Agreement to the contrary, it shall not be a violation of this Agreement for any person covered by this Agreement to refuse to cross any

authorized picket line or to refuse to work behind any authorized picket line; any such refusal shall not constitute grounds for or cause for discharge, layoff, demotion, suspension, or any other disciplinary action.

**17.5** Upon written request of the Union, Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, adjustment or arbitration Board hearings, or for other bona fide Union business. In all such instances, the Employer shall be notified not less than three (3) days in advance of such absence and the number of Employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the Employer's business.

**17.5.1** The Employer agrees to schedule any Employee who is an officer, or representative of the Union in any capacity of the Union, hours of work that will permit him to attend the meetings of the Union, provided that it does not exceed one (1) Employee per store or two (2) meetings per year. The Employer further agrees that these representatives will not suffer any loss in their normal scheduled hours in the week that they attend said Union meetings. It being understood that in doing so, the Employer shall not be placed in a position of violating the Contract or having to pay any penalty for improper scheduling. The Union agrees that it will give the Employer seven (7) days advance notice of the date and time of the meeting referred to above. This provision shall also apply to new members who are required to attend meetings for the purpose of completing their obligations as members of the Union.

## **SECTION 18. WORKING CONDITIONS AND SAFETY**

**18.1** Adequate "First Aid Equipment" shall be furnished and maintained in the shop, in a place readily and conveniently accessible to the Employees.

All first aid kits shall be maintained so as to contain the following:

## NO COTTON

- (1) 2 pkgs. of 2" compress bandages -- 4 per package.
- (2) 1 pkg. 4" compress bandage -- 1 per package.
- (3) 1 ammonia inhalants (10 tubes)
- (4) Tincture of methiolate swabs, 10 pkgs.
- (5) 1 sterilized gauze 25 2 x 2 or equal.
- (6) 1 tube burn ointment.
- (7) 1 4" bandage scissors.
- (8) 1 - 3-1/2" tweezers.
- (9) 1 tourniquet.
- (10) 1 -- 1 oz. dropper bottle boric acid solution for eyes.
- (11) 1 roll adhesive tape 1/2" or 1".
- (12) First aid manual.

Industrial Kit basic content, add as necessary.

- 18.2 A suitable floor covering shall be placed over any concrete or concrete substitute floor behind the meat counter.
- 18.3 Working conditions which are injurious to the health or safety of the Employees shall be directed to the attention of the Employer at which time the Employer shall immediately investigate the alleged condition, shall meet with representatives of the Union to discuss the alleged condition and shall immediately take the necessary steps and measures to correct such condition.
- 18.4 Where Pasteur Ray Lamps are used, provision shall be made to turn them off while Employees are working in the lighted areas of the lamps.
- 18.5 Employees who are assigned to continuous work in freezers will not be required to remain therein more than fifty (50) minutes out of each hour.

## SECTION 19. SEPARABILITY

- 19.1 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.

## SECTION 20. NEW METHODS

- 20.1 It is agreed that should the Employer intend to initiate a major change in method of operation which is not presently in the industry within the area of operation covered by the affected Union that would result in a substantial change in the content of any job presently covered by this Agreement, the Employer shall give notice of the nature of such suggested new method of operation to the affected Union, following which, the matter of job classifications, wages and/or other conditions and/or the disposition of Employees potentially to be displaced shall then become a matter of negotiation with said affected Union for a period of forty-five (45) days.

Pending negotiations by the parties during the above-mentioned forty-five (45) day period, no change of operations as above set forth shall be placed into effect.

In the event the parties have not arrived at agreement within the above forty-five (45) day period, the Employer may elect to

place such changed method of operation, as above defined, into effect, and 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 in accordance with Section 16, Grievance and Arbitration.

The remedy, if any, shall be effective with the date of the arbitrator's award.

Any Company that seeks to introduce "case ready" cuts of meat must notify the Union(s) in advance of a change in the method of operations and proceed in accordance with this Section of the Collective Bargaining Agreement.

## **SECTION 21. KOSHER MARKETS**

### **Locals 115, 120, 506, 532 and 588**

- 21.1** All meat markets, except Kosher meat markets, as defined herein, shall observe the operating hours as set forth in this Agreement. Kosher markets are defined as being those markets which strictly observe the Jewish religious laws, being closed at **SUNDOWN ON FRIDAYS**, selling only such meats as are permitted under the orthodox Jewish laws. Any so-called Kosher market selling non-Kosher meats must conform to the hours established for the retail meat markets under this Agreement.

All Kosher meat markets must conform to all wages and hours and working conditions set forth in this Agreement, except as specifically provided for in this Section. No work is to be performed on Saturdays.

## **SECTION 22. TRANSFER OF OWNERSHIP**

- 22.1** In the event of a change of ownership of the operation, whether it be voluntary, involuntary, or by operation by law, the Employer shall immediately pay off all obligations, including

accumulated wages, pro rata of earned vacation, sick and accident benefits, accumulated prior to the date of the change of ownership.

- 22.2** If any Owner or Employer hereunder sells, leases or transfers his business or any part thereof, whether voluntary, involuntary, or by operation of law, it shall be his or her obligation to advise the successor, lessee or transferee of the existence of this Agreement and such successor, lessee or transferee shall be bound fully by the terms of this Agreement and shall be obligated to pay the wages, vacations, sick and accident benefits and comply with all other conditions of this Agreement in effect at the time of the sale, lease or transfer, and in the event the seller or transferor fails to pay his or her obligations hereunder, shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if he or she had been the Owner or Employer from the beginning.

Before completion of any such transfer, the Employer shall give written notice to the buyer of the existence of this Agreement, furnishing him or her with a copy of this Agreement and call his or her attention particularly to this section concerning Transfer of Ownership. The Employer shall, upon request, furnish evidence of compliance.

### **SECTION 23. EXTENSION AND SCOPE**

- 23.1** This Agreement shall be binding upon the heirs, executors, and administrators and assigns of the parties hereto.
- 23.2** This Agreement shall remain in full force and effect from the first day of November 1991 to and including the fourth (4th) day of March 1995, and shall be automatically renewed from year to year thereafter unless either party at least sixty (60) days prior to March 4, 1995 or at least sixty (60) days prior to March 4th of any succeeding term, shall notify the other party in

writing of its intention and desire to change, modify, or terminate this Agreement.

**23.3** In the event the Agreement is reopened pursuant to the provisions hereof and no Agreement is reached within sixty (60) days of such reopening, then nothing herein contained shall be construed to prevent the Union from taking strike action or other economic action desired by it, nor the Employer the right to lockout.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
BY:

FOR MEMBERS ONLY

**LOCAL UNION  
EXECUTIVE OFFICERS**

- Local 115            208 Miller Avenue  
                          South San Francisco, California 94083  
                          Telephone (415) 871-5730
- Local 120            Timothy S. Hamann, President  
                          3344 MacArthur Boulevard  
                          Oakland, California 94602  
                          Telephone (415) 531-0880
- Local 506            Ike Amador, President  
                          2102 Almaden Road  
                          San Jose, California 95125  
                          Telephone (408) 265-0636
- Local 532            Preston T. Epperson, President  
                          441 Nebraska Street  
                          Vallejo, California 94590  
                          Telephone (707) 552-7270
- UFCW 588            Jack L. Loveall, President  
                          220 Professional Drive, #110  
                          Roseville, CA 95661-7711  
                          Telephone (916) 786-0588

## EXHIBIT "A"

### B E E F

#### FOREQUARTER

Blade Chuck  
Full Standing Rib, Chine bone off (7 inches)  
Full Standing Rib, boneless  
Whole Fore Shank  
English Shortribs  
Shoulder Clod  
Shortrib  
Brisket, Boneless Plate\*  
Blade Chuck  
Blade Chuck, neck on, Boneless  
Blade Chuck, neck off  
Chuck Rolls  
Skirt Steak  
Neck (bone in or Boneless)  
Fore Shank, Squared  
Regular Chuck  
Arm Chuck  
Shin and Shoulder  
Ground Meat  
Boneless Meat, Normal trim which would include Flap Meat, Bull, Cow Meat  
Rib Eyes  
Boneless Rib Eye  
Beef Back Ribs  
Boneless Chuck - unnetted or netted  
Cross Rib Roast - unnetted or netted  
Stew Beef  
Beef Chuck, Stack Pac  
Beef Ribs, Stack Pac

#### HINDQUARTER

Semi-Boneless Round (Aitch and Shank Bone removed)  
Sirloin Tip, Boneless  
Boneless Head Loin  
Short Loin  
Full Round (Shank Off)  
Top Round  
Bottom Round  
Head Loin, Bone in  
Flank Meat  
Flank Steaks  
Shank, Bone in, Boneless  
Top Sirloin  
Filet  
New York  
New York Strips  
Boneless Meat, Normal trim which would include Flank Meat, Heel and trimmings  
Boneless Round  
Whole Sirloin Tips-unnetted or netted  
Tenderloins  
Short Loin, Stack Pac

\*Not vacuum packed

Offal: All beef, pork, lamb, and veal, eatable internal organs, such as liver, heart, tongue, kidney, tripe.

Sausages: Include fresh, smoked or frozen beef, pork, veal and poultry sausages.

### VEAL, LAMB AND PORK

Carcasses, primal cuts and all standard wholesale cuts

**EXHIBIT B. WAGE RATES**

**B.1 THE FOLLOWING MINIMUM SCALE OF WAGES SHALL BE PAID EXCEPT IN ZONE B AS SET FORTH IN EXHIBIT B.2 HEREOF.**

**B.1.1 EFFECTIVE NOVEMBER 3, 1991**

<b>CLASSIFICATION</b>	<b>HOURLY</b>	<b>WEEKLY (40 hours) (Mon - Fri)</b>	<b>OVER TIME &amp; SUNDAY</b>
Head Meatcutter (directs over 5 employees)	16.374	654.96	24.561
Head Meatcutter	16.124	644.96	24.186
Journeyman Meatcutter	14.874	594.96	22.311
Apprentice Meatcutters: 4th 6 months (85%)	12.643	505.72	18.965
3rd 6 months (75%)	11.1555	446.22	16.733
2nd 6 months (65%)	9.668	386.72	14.502
1st 6 months (55%)	8.181	327.24	12.272
Drivers in Retail Markets	14.159	566.36	21.239
Meat Clerks, Cashiers, Delicatessen Workers - (Conventional & Self Service)			
Hired before 11/2/79	13.415	536.60	20.123
Hired after 11/2/79 but prior to 12/12/85	11.206	448.24	16.809
Meat Clerks & Fish Clerks Hired on or after 12/12/85			
1st 520 Hours	7.168	286.72	10.752
2nd 520 Hours	7.475	299.00	11.213
3rd 520 Hours	7.987	319.48	11.981
4th 520 Hours	8.499	339.96	12.749
5th 520 Hours	9.011	360.44	13.517
6th 520 Hours	9.421	376.84	14.132
7th 520 Hours	9.83	393.20	14.745
8th 520 Hours	10.24	409.60	15.360
Thereafter	10.9465	437.86	16.420
Clean-up Workers	6.144	245.76	9.216

NOTE: Extra workers pay is \$1.25 per hour above the straight time rate for the appropriate classification. The Sunday rate is 1.5 times this hourly rate.

**EXHIBIT B. WAGE RATES**

**B.1 THE FOLLOWING MINIMUM SCALE OF WAGES SHALL BE PAID EXCEPT IN ZONE B AS SET FORTH IN EXHIBIT B.2 HEREOF.**

**B.1.2 EFFECTIVE MAY 3, 1992**

<b>CLASSIFICATION</b>	<b>HOURLY</b>	<b>WEEKLY (40 hours) (Mon - Fri)</b>	<b>OVER TIME &amp; SUNDAY</b>
Head Meatcutter (directs over 5 employees)	16.724	668.96	25.086
Head Meatcutter	16.474	658.96	24.711
Journeyman Meatcutter	15.224	608.96	22.836
Apprentice Meatcutters: 4th 6 months (85%)	12.94	517.60	19.410
3rd 6 months (75%)	11.418	456.72	17.127
2nd 6 months (65%)	9.896	395.84	14.844
1st 6 months (55%)	8.373	334.92	12.560
Drivers in Retail Markets	14.492	579.68	21.738
Meat Clerks, Cashiers, Delicatessen Workers - (Conventional & Self Service)			
Hired before 11/2/79	13.73	549.20	20.595
Hired after 11/2/79 but prior to 12/12/85	11.469	458.76	17.204
Meat Clerks & Fish Clerks Hired on or after 12/12/85			
1st 520 Hours	7.336	293.44	11.004
2nd 520 Hours	7.651	306.04	11.477
3rd 520 Hours	8.175	327.00	12.263
4th 520 Hours	8.699	347.96	13.049
5th 520 Hours	9.223	368.92	13.835
6th 520 Hours	9.642	385.68	14.463
7th 520 Hours	10.061	402.44	15.092
8th 520 Hours	10.481	419.24	15.722
Thereafter	11.2035	448.14	16.805
Clean-up Workers	6.288	251.52	9.432

NOTE: Extra workers pay is \$1.25 per hour above the straight time rate for the appropriate classification. The Sunday rate is 1.5 times this hourly rate.

**EXHIBIT B. WAGE RATES**

**B.1 THE FOLLOWING MINIMUM SCALE OF WAGES SHALL BE PAID EXCEPT IN ZONE B AS SET FORTH IN EXHIBIT B.2 HEREOF.**

**B.1.3 EFFECTIVE NOVEMBER 1, 1992**

<b>CLASSIFICATION</b>	<b>HOURLY</b>	<b>WEEKLY (40 hours) (Mon - Fri)</b>	<b>OVER TIME &amp; SUNDAY</b>
Head Meatcutter (directs over 5 employees)	17.074	682.96	25.611
Head Meatcutter	16.824	672.96	25.236
Journeyman Meatcutter	15.574	622.96	23.361
Apprentice Meatcutters: 4th 6 months (85%)	13.238	529.52	19.857
3rd 6 months (75%)	11.6805	467.22	17.521
2nd 6 months (65%)	10.123	404.92	15.185
1st 6 months (55%)	8.566	342.64	12.849
Drivers in Retail Markets	14.8585	594.34	22.288
Meat Clerks, Cashiers, Delicatessen Workers - (Conventional & Self Service)			
Hired before 11/2/79	14.046	561.84	21.069
Hired after 11/2/79 but prior to 12/12/85	11.733	469.32	17.599
Meat Clerks & Fish Clerks Hired on or after 12/12/85			
1st 520 Hours	7.505	300.20	11.258
2nd 520 Hours	7.827	313.08	11.741
3rd 520 Hours	8.363	334.52	12.545
4th 520 Hours	8.899	355.96	13.349
5th 520 Hours	9.435	377.40	14.153
6th 520 Hours	9.864	394.56	14.796
7th 520 Hours	10.292	411.68	15.438
8th 520 Hours	10.722	428.88	16.083
Thereafter	11.4615	458.46	17.192
Clean-up Workers	6.433	257.32	9.650

**NOTE: Extra workers pay is \$1.25 per hour above the straight time rate for the appropriate classification. The Sunday rate is 1.5 times this hourly rate.**

**EXHIBIT B. WAGE RATES**

B.1 THE FOLLOWING MINIMUM SCALE OF WAGES SHALL BE PAID EXCEPT IN ZONE B AS SET FORTH IN EXHIBIT B.2 HEREOF.

B.1.4 EFFECTIVE NOVEMBER 7, 1993

CLASSIFICATION	HOURLY	WEEKLY (40 hours) (Mon - Fri)	OVER TIME & SUNDAY
Head Meatcutter (directs over 5 employees)	17.424	696.96	26.136
Head Meatcutter	17.174	686.96	25.761
Journeyman Meatcutter	15.924	636.96	23.886
Apprentice Meatcutters: 4th 6 months (85%)	13.535	541.40	20.303
3rd 6 months (75%)	11.943	477.72	17.915
2nd 6 months (65%)	10.351	414.04	15.527
1st 6 months (55%)	8.758	350.32	13.137
Drivers in Retail Markets	15.165	606.60	22.748
Meat Clerks, Cashiers, Delicatessen Workers - (Conventional & Self Service)			
Hired before 11/2/79	14.362	574.48	21.543
Hired after 11/2/79 but prior to 12/12/85	11.997	479.88	17.996
Meat Clerks & Fish Clerks Hired on or after 12/12/85			
1st 520 Hours	7.674	306.96	11.511
2nd 520 Hours	8.003	320.12	12.005
3rd 520 Hours	8.551	342.04	12.827
4th 520 Hours	9.099	363.96	13.649
5th 520 Hours	9.647	385.88	14.471
6th 520 Hours	10.086	403.44	15.129
7th 520 Hours	10.5235	420.94	15.785
8th 520 Hours	10.963	438.52	16.445
Thereafter	11.7195	468.78	17.579
Clean-up Workers	6.578	263.12	9.867

NOTE: Extra workers pay is \$1.25 per hour above the straight time rate for the appropriate classification. The Sunday rate is 1.5 times this hourly rate.

**EXHIBIT B. WAGE RATES**

**B.1 THE FOLLOWING MINIMUM SCALE OF WAGES SHALL BE PAID EXCEPT IN ZONE B AS SET FORTH IN EXHIBIT B.2 HEREOF.**

**B.1.5 EFFECTIVE NOVEMBER 6, 1994**

<b>CLASSIFICATION</b>	<b>HOURLY</b>	<b>WEEKLY (40 hours) (Mon - Fri)</b>	<b>OVER TIME &amp; SUNDAY</b>
Head Meatcutter (directs over 5 employees)	17.774	710.96	26.661
Head Meatcutter	17.524	700.96	26.286
Journeyman Meatcutter	16.274	650.96	24.411
Apprentice Meatcutters: 4th 6 months (85%)	13.833	553.32	20.750
3rd 6 months (75%)	12.2055	488.22	18.308
2nd 6 months (65%)	10.578	423.12	15.867
1st 6 months (55%)	8.951	358.04	13.427
Drivers in Retail Markets	15.499	619.96	23.249
Meat Clerks, Cashiers, Delicatessen Workers - (Conventional & Self Service)			
Hired before 11/2/79	14.678	587.12	22.017
Hired after 11/2/79 but prior to 12/12/85	12.261	490.44	18.392
Meat Clerks & Fish Clerks Hired on or after 12/12/85			
1st 520 Hours	7.843	313.72	11.765
2nd 520 Hours	8.179	327.16	12.269
3rd 520 Hours	8.739	349.56	13.109
4th 520 Hours	9.299	371.96	13.949
5th 520 Hours	9.859	394.36	14.789
6th 520 Hours	10.308	412.32	15.462
7th 520 Hours	10.755	430.20	16.133
8th 520 Hours	11.205	448.20	16.808
Thereafter	11.9775	479.10	17.966
Clean-up Workers	6.723	268.92	10.085

NOTE: Extra workers pay is \$1.25 per hour above the straight time rate for the appropriate classification. The Sunday rate is 1.5 times this hourly rate.

**EXHIBIT B. ZONE B WAGE RATES**

**B.2 ZONE B WAGE RATES: COUNTIES OF HUMBOLT, DEL NORTE, TRINITY AND MODOC ONLY.**

**B.2.1 EFFECTIVE NOVEMBER 3, 1991**

<b>CLASSIFICATION</b>	<b>HOURLY</b>	<b>WEEKLY (40 hours) (Mon - Fri)</b>	<b>OVER TIME &amp; SUNDAY</b>
Head Meatcutter (directs over 5 employees)	15.774	630.96	23.661
Head Meatcutter	15.524	620.96	23.286
Journeyman Meatcutter	14.274	570.96	21.411
Apprentice Meatcutters: 4th 6 months (85%)	12.133	485.32	18.200
3rd 6 months (75%)	10.7055	428.22	16.058
2nd 6 months (65%)	9.278	371.12	13.917
1st 6 months (55%)	7.851	314.04	11.777
Drivers in Retail Markets	13.544	541.76	20.316
Meat Clerks, Cashiers, Delicatessen Workers - (Conventional & Self Service)			
Hired before 11/2/79	12.918	516.72	19.377
Hired after 11/2/79 but prior to 12/12/85	10.7055	428.22	16.058
Meat Clerks & Fish Clerks Hired on or after 12/12/85			
1st 520 Hours	7.168	286.72	10.752
2nd 520 Hours	7.475	299.00	11.213
3rd 520 Hours	7.987	319.48	11.981
4th 520 Hours	8.499	339.96	12.749
5th 520 Hours	9.011	360.44	13.517
6th 520 Hours	9.421	376.84	14.132
7th 520 Hours	9.83	393.20	14.745
8th 520 Hours	10.24	409.60	15.360
Thereafter	10.6905	427.62	16.036
Clean-up Workers	6.144	245.76	9.216

NOTE: Extra workers pay is \$1.25 per hour above the straight time rate for the appropriate classification. The Sunday rate is 1.5 times this hourly rate.

**EXHIBIT B. ZONE B WAGE RATES**

**B.2 ZONE B WAGE RATES: COUNTIES OF HUMBOLT, DEL NORTE, TRINITY AND MODOC ONLY.**

**B.2.2 EFFECTIVE MAY 3, 1992**

<b>CLASSIFICATION</b>	<b>HOURLY</b>	<b>WEEKLY (40 hours) (Mon - Fri)</b>	<b>OVER TIME &amp; SUNDAY</b>
Head Meatcutter (directs over 5 employees)	16.124	644.96	24.186
Head Meatcutter	15.874	634.96	23.811
Journeyman Meatcutter	14.624	584.96	21.936
Apprentice Meatcutters: 4th 6 months (85%)	12.43	497.20	18.645
3rd 6 months (75%)	10.968	438.72	16.452
2nd 6 months (65%)	9.506	380.24	14.259
1st 6 months (55%)	8.043	321.72	12.065
Drivers in Retail Markets	13.862	554.48	20.793
Meat Clerks, Cashiers, Delicatessen Workers - (Conventional & Self Service)			
Hired before 11/2/79	13.235	529.40	19.853
Hired after 11/2/79 but prior to 12/12/85	10.968	438.72	16.452
Meat Clerks & Fish Clerks Hired on or after 12/12/85			
1st 520 Hours	7.336	293.44	11.004
2nd 520 Hours	7.651	306.04	11.477
3rd 520 Hours	8.175	327.00	12.263
4th 520 Hours	8.699	347.96	13.049
5th 520 Hours	9.223	368.92	13.835
6th 520 Hours	9.642	385.68	14.463
7th 520 Hours	10.061	402.44	15.092
8th 520 Hours	10.481	419.24	15.722
Thereafter	10.9415	437.66	16.412
Clean-up Workers	6.288	251.52	9.432

NOTE: Extra workers pay is \$1.25 per hour above the straight time rate for the appropriate classification. The Sunday rate is 1.5 times this hourly rate.

**EXHIBIT B. ZONE B WAGE RATES**

**B.2 ZONE B WAGE RATES: COUNTIES OF HUMBOLT, DEL NORTE, TRINITY AND MODOC ONLY.**

**B.2.3 EFFECTIVE NOVEMBER 1, 1992**

<b>CLASSIFICATION</b>	<b>HOURLY</b>	<b>WEEKLY (40 hours) (Mon - Fri)</b>	<b>OVER TIME &amp; SUNDAY</b>
Head Meatcutter (directs over 5 employees)	16.474	658.96	24.711
Head Meatcutter	16.224	648.96	24.336
Journeyman Meatcutter	14.974	598.96	22.461
Apprentice Meatcutters: 4th 6 months (85%)	12.728	509.12	19.092
3rd 6 months (75%)	11.2305	449.22	16.846
2nd 6 months (65%)	9.733	389.32	14.600
1st 6 months (55%)	8.236	329.44	12.354
Drivers in Retail Markets	14.181	567.24	21.272
Meat Clerks, Cashiers, Delicatessen Workers - (Conventional & Self Service)			
Hired before 11/2/79	13.551	542.04	20.327
Hired after 11/2/79 but prior to 12/12/85	11.2305	449.22	16.846
Meat Clerks & Fish Clerks Hired on or after 12/12/85			
1st 520 Hours	7.505	300.20	11.258
2nd 520 Hours	7.827	313.08	11.741
3rd 520 Hours	8.363	334.52	12.545
4th 520 Hours	8.899	355.96	13.349
5th 520 Hours	9.435	377.40	14.153
6th 520 Hours	9.864	394.56	14.796
7th 520 Hours	10.292	411.68	15.438
8th 520 Hours	10.722	428.88	16.083
Thereafter	11.1935	447.74	16.790
Clean-up Workers	6.433	257.32	9.650

NOTE: Extra workers pay is \$1.25 per hour above the straight time rate for the appropriate classification. The Sunday rate is 1.5 times this hourly rate.

**EXHIBIT B. ZONE B WAGE RATES**

**B.2 ZONE B WAGE RATES: COUNTIES OF HUMBOLT, DEL NORTE, TRINITY AND MODOC ONLY.**

**B.2.4 EFFECTIVE NOVEMBER 7, 1993**

<b>CLASSIFICATION</b>	<b>HOURLY</b>	<b>WEEKLY (40 hours) (Mon - Fri)</b>	<b>OVER TIME &amp; SUNDAY</b>
Head Meatcutter (directs over 5 employees)	16.824	672.96	25.236
Head Meatcutter	16.574	662.96	24.861
Journeyman Meatcutter	15.324	612.96	22.986
Apprentice Meatcutters: 4th 6 months (85%)	13.025	521.00	19.538
3rd 6 months (75%)	11.493	459.72	17.240
2nd 6 months (65%)	9.961	398.44	14.942
1st 6 months (55%)	8.428	337.12	12.642
Drivers in Retail Markets	14.50	580.00	21.750
Meat Clerks, Cashiers, Delicatessen Workers - (Conventional & Self Service)			
Hired before 11/2/79	13.868	554.72	20.802
Hired after 11/2/79 but prior to 12/12/85	11.493	459.72	17.240
Meat Clerks & Fish Clerks Hired on or after 12/12/85			
1st 520 Hours	7.674	306.96	11.511
2nd 520 Hours	8.003	320.12	12.005
3rd 520 Hours	8.551	342.04	12.827
4th 520 Hours	9.099	363.96	13.649
5th 520 Hours	9.647	385.88	14.471
6th 520 Hours	10.086	403.44	15.129
7th 520 Hours	10.5235	420.94	15.785
8th 520 Hours	10.963	438.52	16.445
Thereafter	11.4455	457.82	17.168
Clean-up Workers	6.578	263.12	9.867

NOTE: Extra workers pay is \$1.25 per hour above the straight time rate for the appropriate classification. The Sunday rate is 1.5 times this hourly rate.

**EXHIBIT B. ZONE B WAGE RATES**

**B.2 ZONE B WAGE RATES: COUNTIES OF HUMBOLT, DEL NORTE, TRINITY AND MODOC ONLY.**

**B.2.5 EFFECTIVE NOVEMBER 6, 1994**

<b>CLASSIFICATION</b>	<b>HOURLY</b>	<b>WEEKLY (40 hours) (Mon - Fri)</b>	<b>OVER TIME &amp; SUNDAY</b>
Head Meatcutter (directs over 5 employees)	17.174	686.96	25.761
Head Meatcutter	16.924	676.96	25.386
Journeyman Meatcutter	15.674	626.96	23.511
Apprentice Meatcutters: 4th 6 months (85%)	13.323	532.92	19.985
3rd 6 months (75%)	11.7555	470.22	17.633
2nd 6 months (65%)	10.188	407.52	15.282
1st 6 months (55%)	8.621	344.84	12.932
Drivers in Retail Markets	14.819	592.76	22.229
Meat Clerks, Cashiers, Delicatessen Workers - (Conventional & Self Service)			
Hired before 11/2/79	14.185	567.40	21.278
Hired after 11/2/79 but prior to 12/12/85	11.7555	470.22	17.633
Meat Clerks & Fish Clerks Hired on or after 12/12/85			
1st 520 Hours	7.843	313.72	11.765
2nd 520 Hours	8.179	327.16	12.269
3rd 520 Hours	8.739	349.56	13.109
4th 520 Hours	9.299	371.96	13.949
5th 520 Hours	9.859	394.36	14.789
6th 520 Hours	10.308	412.32	15.462
7th 520 Hours	10.755	430.20	16.133
8th 520 Hours	11.205	448.20	16.808
Thereafter	11.6975	467.90	17.546
Clean-up Workers	6.723	268.92	10.085

NOTE: Extra workers pay is \$1.25 per hour above the straight time rate for the appropriate classification. The Sunday rate is 1.5 times this hourly rate.



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