

## MEMORANDUM OF AGREEMENT

Between  
Montecito Village Market  
and  
UFCW Local 770

All Terms and conditions of the March 7, 2016-March 3, 2019 Retail Food, Meat, Bakery, Candy and General Merchandise Agreement (herein referred to as the Master Food Agreement) shall apply except as mutually modified below:

## I. BARGAINING UNIT

It is agreed that under the current Collective Bargaining Agreement, Mr. Tony Perocco is the sole bargaining unit member at Montecito Village Market located at 1482 E. Valley Road, Santa Barbara, California 93108. All other employees at said location are excluded from the current collective bargaining unit.

## II. HOLIDAYS

A. The Employer agrees to recognize the following legal holidays as designated paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No employee shall be required to work on Thanksgiving Day or Christmas Day. The holidays specified above shall be observed on the dates set forth in the applicable Federal legislation.

B. In addition, each regular employee's birthday and anniversary date of employment shall be designated as a personal holiday for that employee. The employee's birthday and anniversary date may be observed any day, within a reasonable amount of time, which is mutually agreeable to by the Employee and the Employer. In the event the parties are unable to reach agreement, it shall be observed on the actual date.

## III. WORK PERFORMED

A. Except during the lunch break, which shall not exceed one hour in length, no employees other than employees covered by this agreement shall be permitted to work in the meat department.

B. When a Journeyman Meat Cutter is scheduled off, the Meat Department may be manned by a Meat Wrapper to serve the customer.

C. With the exception of preparing meats to be used in items traditionally served in the deli department, the Union shall have jurisdiction over all meats that are cut or prepared on the premises for human consumption.

D. The Employer will continue its present practice with regard to reduction, fabrication, preparation and wrapping of meat.

#### IV. PART-TIME RETIREES

The Employer shall have the right to hire Meat Cutters on a part-time basis (definition of part-time: minimum four hour work day), from a list of retirees provided by the Union. Said retirees shall be hired to cover peak periods or to provide coverage for vacations and sick leave.

#### V. EIGHT-HOUR DAY

Other than as provided for in Article IV above, no Meat Cutter shall be hired for less than an eight-hour day. The Employer does reserve the right to hire wrappers on a part-time basis, and to reduce its labor force as set forth in the Article of the Master Food Agreement pertaining to layoffs.

#### VI. JURY DUTY

The provisions of the Master Food Contract with regard to jury duty shall not apply.

#### VII. PREMIUM

A premium of fifty cents (\$.50) per hour shall be paid for work performed after 6:00 p.m.

#### VIII. WRAPPERS

A. Wrappers shall be paid at the rate of forty percent (40%) of the journeyman rate contained in the Master Food Agreement for the first forty-five (45) days of their employment, and thereafter they shall be paid fifty percent (50%) of that rate.

B. The Employer shall provide Wrappers with individual (employee only) health insurance. Said insurance shall be in lieu of the health and welfare benefits provided in the Master Food Agreement.

#### IX. MEAT CUTTERS

A. There shall be a minimum of one (1) full-time, forty (40) hour Journeyman Meat Cutter scheduled each week.

B. The Employer shall contribute to the Health and Welfare and Pension

Fund under the terms and conditions of the Master Food Agreement for each Meat Cutter.

SIGNED AND AGREED ON THIS 7<sup>th</sup> DAY OF February, 2017

FOR THE EMPLOYER:

FOR THE UNION:

By:   
Michael Lawler, Owner  
Montecito Village Market

By:   
Ricardo F. Icaza, President  
UFCW Local 770