

COLLECTIVE BARGAINING  
AGREEMENT

between

BODEGA LATINA CORPORATION

d/b/a EL SUPER

- and -

UNITED FOOD AND COMMERCIAL WORKERS  
UNION

Locals 324, 770, 1167, 1428, affiliated with the

UFCW International Union

Effective Dates: April 17, 2020 – April 16, 2025

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This Collective Bargaining Agreement (“Agreement”) is entered into this 17<sup>th</sup> day of April, 2020, between Bodega Latina Corporation d/b/a EI Super (“Company” or “El Super”) and UFCW Local Unions 324, 770, 1167, and 1428, affiliated with the UFCW International Union (collectively the “Union”).

## ARTICLE 1 UNION RECOGNITION

Section 1. Recognition. The Company recognizes the Union as the exclusive collective bargaining representative of all its employees in the classifications outlined in attached Appendix A at the designated Company locations (Appendix B). Office clerical employees, confidential employees, professional employees, managerial employees, supervisors, and guards (as defined by the Act) are excluded from the bargaining unit.

Section 2. Exclusions. The following managerial employees are excluded from the bargaining unit: Store Director, Assistant Store Director, Produce Manager, Grocery Manager, Meat Manager, Bulk Deli/Cheese Manager, Bakery Manager, Tortilleria Manager, Seafood Manager, Operations Manager, Bookkeepers, and up to two additional managers designated by the Company from time to time, which the Company may change in its sole discretion; at this time, the Company designates a Kitchen Manager and a Dairy/Deli Frozen Manager as the two additional excluded managerial employees. These excluded positions are the only excluded employees that may perform bargaining unit work. No other excluded employees may perform work performed by bargaining unit members. No employees will be required to give up membership in the Union or have their position adversely affected as a result of this provision, however, notwithstanding the foregoing, existing union members promoted into management shall resign union membership while serving as a member of management.

Section 3. Scope. This Agreement shall only be applicable to and cover those locations listed in Appendix B hereof, and references throughout the Agreement to “location(s)” or “store(s)” shall mean the Appendix B location(s).

## ARTICLE 2 NO DISCRIMINATION

Section 1. General. The Company and the Union agree that neither will discriminate against any employee in any term or condition of employment because of an employee’s race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition as defined under California law, marital status, sex, age, sexual orientation, membership or lack of membership in the Union, or any other prohibited basis of discrimination under applicable state, federal or local law.

Section 2. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender.

Section 3. Immigration. The Employer agrees that it will allow employees to provide, and will accept for inspection, original documents of identity or work authorization of the employee's choosing as noted among the list of acceptable documents on Form I-9 (Employment Eligibility Verification) to establish that the individual has received a change of name or Social Security Number. Upon inspection, the Employer will use such information for U.S. immigration law compliance purposes and take appropriate actions required under U.S. immigration law. Except as required by U.S. immigration law, the Employer will not take an adverse action against the employee solely as a result of a change of name or Social Security Number.

### ARTICLE 3 NOTIFICATION

Section 1. Names and Addresses. Employees must furnish the Company with their address and telephone number immediately upon employment. Thereafter, the employee must notify the Company promptly, in writing, about any change in address or telephone number. A failure to furnish such change will relieve the Company of any obligation to provide notice to the employee under any recall or related provisions of this Agreement.

Section 2. Notice. If the Company is required to give notice to employees under any provision of this Agreement, notice will be given by FedEx or UPS overnight delivery to the employee's last known address (no receipt acknowledgement required). If the employee fails to respond to or comply with the notice within five (5) days of the date of delivery, the Company's obligation(s) to the employee under this Agreement ceases.

Section 3. New Hires. The Company will provide the Union with written notice of any new hires, terminations or changes in classification on a monthly basis. The notice of new hires will include the employee's full name, home address, phone number, date of hire and job classification. In compliance with state law, the Union will provide a secure or encrypted electronic means of providing social security numbers. If the Union does not do so, the Company will provide new hire social security numbers via mail once a month. The Union will comply with all applicable laws related to the disclosure and use of social security numbers and will indemnify the Company for any social security number-related disclosure claims.

### ARTICLE 4 UNION SECURITY AND CHECK-OFF

Section 1. Union Security. It shall be a condition of employment that all employees shall either become a member of the Union or pay a monthly Agency Fee (as defined by law) and all new employees shall become members of the Union or make the first Agency Fee payment no later than the thirty-first (31<sup>st</sup>) day following the commencement of their employment, or the effective date of this Agreement, whichever is later. In the event that an employee fails to meet or maintain these requirements, the Union shall certify to both the Company and to the said employee, in writing, the employee's failure to meet said obligations. If the employee has not complied with this provision within seven (7) calendar days after such certification, the employee shall be terminated.

Section 2. Checkoff. The Union will furnish the Company with signed individual payroll deduction authorizations. For employees who individually and voluntarily authorize same, the

Company shall deduct from the wages of union-member employees regular Union initiation fees, membership dues and political contributions, and the Agency Fee from non-members who authorize such deductions and remit the same to the Union. The Union shall timely notify the Company of the appropriate amount of all deductions made under this Article. The Union shall provide its dues/fee deduction notice to the Company, and the Company shall provide its payment report to the Union, in a single, uniform format, approved by the Company, across all stores.

Section 3. Administration. Such payroll deductions shall be made in equal weekly amounts by the Company from the wages of employees and will be transmitted to the Union no later than the fifteenth (15<sup>th</sup>) day of the month after such deductions are made; unless such deductions are unable to be made because of equipment breakdown or act of God. Deductions for initiation fees for union members shall be made upon the direction of the Union and at a frequency to be prescribed by the Union.

Section 4. Indemnification. The Union will indemnify and hold the Company harmless with regard to lost wages, health and welfare benefits and other damages only by reason of its action under this Article. The Company agrees that if the Union provides it written notification of an error that caused an employee to be discharged under this Article within 30 calendar days of such discharge, the Company will reinstate the employee and place him on the schedule next posted. The Union agrees to indemnify and hold the Company harmless against any lawsuit brought against it by an employee covered by this Agreement which results from the Company's compliance with this Article.

## ARTICLE 5 UNION ACCESS

Section 1. Access. The Company agrees to permit an authorized representative of the Union to have access to the stores covered by this Agreement to observe conditions existing under this Agreement and for the purpose of investigating and adjusting grievances under the following conditions. The authorized representative must talk to employees (other than a casual greeting) in a non-working area (e.g., break room) during non-working time, and limit any such store visits to no longer than 4 hours per visit, and to non-working areas absent coordination with and accompaniment by a member of management. The Union shall notify the Company in writing of the names of the representatives who are authorized to act on its behalf. The authorized Union representative shall also notify the person in charge of the store (*i.e.*, Store Director, Assistant Store Director, etc.) upon first entering the store.

Section 2. Bulletin Board. The Company will provide bulletin board space for the posting of official Union notices. However, such notices shall be non-derogatory as to employees or the Company. Only an authorized union representative or union steward may post materials in the designated space.



## ARTICLE 6 MANAGEMENT RIGHTS

Section 1. Retained Rights. Except as specifically and expressly limited by this Agreement's provisions, the Company retains the sole and exclusive right to exercise all management rights or functions. The listing of the following management rights will not be deemed to exclude other rights of management not specifically listed. Except where it conflicts with another clear and conspicuous provision of this Agreement, the Company's unilateral exercise of its management rights will not be subject to the grievance and arbitration provisions of this Agreement. The Company has the right to engage in any of the rights described in this Article in its sole discretion without any requirement to bargain over the decision or its effects.

Section 2. Management. Except where clearly and conspicuously limited by this Agreement, the Company has the right to manage the facility and direct the work of the employees, including the right to hire, discharge, suspend or otherwise discipline employees; to demote, transfer or promote employees; to assign them to shifts; to allocate and assign work to employees; to determine the amount of work and number and type of employees needed, and to lay off employees because of lack of work or any other business reasons.

Section 3. Operations. The Company has the right to select the products to be sold and the sources of the products; determine and/or change the methods and schedule of receiving, warehousing, stocking and selling; institute changes in process; and to determine the size and character of the inventory.

Section 4. General. Except where clearly and conspicuously limited by this Agreement, the Company retains the right to establish work schedules for employees in the aggregate and individually, including the determination of the number of actual hours to be worked in any day, week or shift, including start and stop times, and the right to schedule employees for work in any given work week on days which are not consecutive; to determine if and when overtime is required, how much overtime work will be needed and which employees will be assigned overtime; to determine the number of employees necessary to operate any department, classification, division, or facility of the Company; to determine the duties of each classification; to cross-train between classifications; to introduce and use any new or improved services, training or teaching methods or curriculum, work procedures, work rules, time/attendance, and all other standards, including disciplinary standards, materials, facilities, tools or equipment and to maintain efficient operations; to determine all equipment to be used (including new technology), the utilization of all physical facilities and the assignment of Company space; to determine the management organization for each department; to select who will be hired or not hired; to utilize part-time or temporary/staff agency employees (temporary/staff agency employees may be used only in a business emergency); to establish or revise reasonable performance standards and reasonable performance levels, and to establish or revise employee incentive plans or compensation to provide pay or bonuses above the employee's or employees' base hourly rate in the aggregate or individually.

Section 5. Situs/Locations. The Company may determine the situs/location of the business, including the establishment of new stores, facilities, departments, divisions, or subdivisions and may relocate, sell, or close the same.

Section 6. Failure to Exercise. The Company's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the Company's right to exercise such power, function, authority, or right in a different manner, or preclude the Company from exercising such power, function, authority or right in a different manner or preclude it from exercising the same in the future.

## ARTICLE 7 GRIEVANCE AND ARBITRATION

Section 1. Grievance Defined. A grievance within the meaning of this Article shall be limited to a dispute arising between the parties involving the interpretation or application of the express terms of this Agreement. Should a grievance arise, it shall be handled in the following manner.

Section 2. Step 1 and Time Limits. If the Union then believes the Company violated a specific term of this Agreement, the Union shall file a written grievance with the Company via email to the applicable Store Director and head of corporate Human Resources (currently, Maria Garcia) within seven (7) calendar days of the complained of event or the aggrieved employee's knowledge of the complained-of event. The grievance shall indicate the date and nature of the alleged violation, the specific Article and Section of the Agreement allegedly violated, and the remedy sought. Only the Union may file grievances with the Company. If the Union's grievance filing does not comply with the time periods described in this Section, the grievance is waived as untimely and shall not be subject to further processing under this Article. The Company shall give a written decision via email to the Union Representative within seven (7) calendar days after the grievance is sent. If the Company does not comply with the foregoing time period, it waives any objections to any Union failure to comply with time-filing requirements in the grievance process for the subject grievance.

Section 3. Step 2 and Time Limits. In the event the grievance is not satisfactorily resolved at Step 1, the Union representative shall appeal the decision to the next step within seven (7) calendar days of the date of the Company's written response. If the Union's appeal does not comply with the time period described in this Section, the grievance is waived as untimely and shall not be subject to further processing under this Article. Such appeal shall be in writing via email to the Store Director and the Company's head of corporate Human Resources (currently Maria Garcia) for an in-person, telephonic, or other (e.g., Skype) discussion, which shall be scheduled within fourteen (14) calendar days of the written appeal. If the Company does not comply with the foregoing time period, it waives any objections to any Union failure to comply with time-filing requirements in the grievance process for the subject grievance.. The Company shall give a written decision via email to the Union Representative within seven (7) calendar days after the discussion. If the Company does not comply with the foregoing time period, it waives any objections to any Union failure to comply with time-filing requirements in the grievance process for the subject grievance.

Section 4. Step 3 and Time Limits. If the decision of the Company at the previous step is unsatisfactory to the Union, and the Union wishes to arbitrate the grievance, it shall make a written

request for arbitration of the grievance to the Company within fourteen (14) calendar days following the Company's written Step 2 decision. If the Union's arbitration request does not comply with the time period described in this Section, the grievance is waived as untimely and shall not be subject to further processing under this Article.

Section 5. Arbitrator Selection. Within seven (7) calendar days of the date of the request for arbitration, the Union shall apply to the Federal Mediation and Conciliation Service ("FMCS") requesting a panel of nine (9) Arbitrators be sent to both parties. If the Union does not comply with the time periods described above in this Section, the grievance is waived as untimely and shall not be subject to further processing under this Article. Thereafter, the two (2) arbitration-party-representatives shall meet within fourteen (14) calendar days via telephone, email, in-person, or other virtual means; and, if they cannot agree on an arbitrator from this list, they shall select an Arbitrator by alternately striking names from this panel (the Union shall make the first strike) until one (1) name remains. The Union representative shall then notify the selected arbitrator. Each party shall have the right to strike a full panel once per case during this process if the party does so within five (5) calendar days of receiving the panel. If a party exercises such right, the time requirements of this Section restart, and the party seeking the new panel shall request a new panel within seven (7) calendar days of the request for a new panel. Nothing herein shall preclude the parties from voluntarily agreeing on an Arbitrator prior to receipt of a list.

Section 6. Expedited Arbitration. If the parties voluntarily agree to an expedited arbitration procedure, the Arbitrator shall present his decision within seven (7) days of the hearing. There shall be no court reporter or official transcript of the hearing in an expedited procedure.

Section 7. Arbitrator's Authority. The Arbitrator to whom any grievance shall be submitted in accordance with the provisions of this Article shall have only the authority to interpret the Agreement as written, to make conclusions of the fact based upon the evidence submitted at the arbitration proceeding, and to apply the contractual provisions to said facts. When interpreting the Agreement, the Arbitrator shall apply the "plain meaning" rule, which means that if a provision of the Agreement has a plain meaning on its face, the Arbitrator shall not take, consider, or apply extrinsic evidence from any source (including bargaining history or past practice) to vary or interpret the plain meaning of the provision. Likewise, if this Agreement gives a party the right to define standards, the Arbitrator shall apply those standards and no other. The Arbitrator shall not have jurisdiction or authority to add or detract from alter, modify, or amend any provision of this Agreement. The decision of the Arbitrator shall be final and binding.

Section 8. Costs. The losing party shall be responsible for the costs of the Arbitrator and the hearing room (if any). All other costs shall be borne by the party incurring them, including the cost of a court reporter, unless both parties agree to use a court reporter (generally disfavored except in complex cases). If only one party desires a court reporter, that party shall bear the cost of the court reporter's appearance. If a court reporter appears at the request of only one party, the other party may order and pay for any desired transcript. In the event of the need for a translator, the Company will provide a Company-employee translator at no cost, who was not involved in any way with the events at issue. If the Union declines the use of a Company translator, the Union will bear the cost of retaining a third-party translator, if desired. In the interest of cost-effective and timely dispute resolution, either party may elect to make a closing oral argument in lieu of a post-hearing briefing.

If both parties elect oral closing argument, there shall be only one argument per side (no reply argument). If a party chooses to submit a post-hearing brief, any such brief shall be submitted to the arbitrator within seven (7) calendar days of the close of the evidentiary hearing and shall not exceed five (5) double-spaced pages using formatting as specified in the federal civil rules of procedure. If only one party submits a post-hearing brief, that party shall provide the opposing party a copy of the post-hearing brief at the time the party submits the brief to the arbitrator. If both parties submit post-hearing briefs, the parties shall submit their briefs to the arbitrator on the due date and after receiving both briefs, the arbitrator shall notify the parties of receipt, and the parties shall then exchange briefs via email. The arbitrator shall make best efforts to render a decision within 30 calendar days of receiving all evidence and argument.

## ARTICLE 8 PROBATIONARY PERIOD

Section 1(a). Period. Each applicant hired as an employee (except for meat cutters, bakers or other skilled positions) will serve a probationary period of sixty (60) calendar days. An applicant hired as a meat cutter, baker or other skilled position will serve a probationary period of six (6) months. With the agreement of the Company and the Union, the probationary period may be extended for up to an additional sixty (60) calendar days.

Section 1(b). Promotions. The first sixty (60) calendar days after an employee is promoted to a higher-rated classification within the bargaining unit shall be deemed a trial period, provided that an employee promoted to meat cutter, baker or other skilled position following their successful completion of the Skilled Position Training Program (“SPT Program”) shall not be subject to a trial period following their promotion. During a trial period as set forth in this provision, the Company in its discretion may return the employee to his prior classification without such action becoming subject to the grievance and arbitration procedures contained in Article 7 of this Agreement. With the agreement of the Company and the Union, the trial period may be extended up to an additional thirty (30) calendar days. Any reduction in classification thereafter shall be subject to the provisions of Article 7; provided that, any such reduction thereafter resulting from a reduction in force shall be treated as a layoff under Article 10 of this Agreement. An employee who has been promoted to a higher-rated classification within the bargaining unit may request to return to his immediately prior classification within sixty (60) days of his promotion, and shall be so returned by the Company as soon as it is practicable to do so. The Company’s only obligation under this provision is to return the employee to the job classification. The Company has no obligation to return the employee to the same shift, work days, assignments, etc.

Section 1(c). Skilled Position Training Program. From time to time the Company may provide the opportunity for existing employees in non-skilled positions with the Company to participate in skilled training programs of up to six (6) months in duration (SPT Program), the goal of which is to train existing employees to gain the full skillset and be able to perform all functions of a skilled position (e.g., meat cutter, baker or other skilled position). Participation in the SPT Program is

voluntary for employees. The Company will make the ultimate decision whether to use the SPT program, and, if so, when and how often, as well as which employee(s) to accept into the SPT Program, giving consideration to the employee's skill, ability, work record (including discipline, attendance and performance), seniority and declared interest in participating in the program. Under the program, employees will be allowed to work towards learning a particular skillset. During his participation in the SPT Program, an employee will receive a wage equal to the mid-point of their current wage rate and the rate at the higher skilled classification which is closest to their current wage rate irrespective of the progression tier (e.g., if a clerk whose wage rate is \$9.46 participates in the program to become a cook, and the closest wage rate for a cook is \$10.05, the clerk will earn \$9.76 per hour during the training period.) If the employee successfully completes the SPT Program, they will be moved into the skilled position for which they were training at the next higher rate closest to his pay scale irrespective of the progression tier. During the program, employees will receive a written evaluation outlining their progress in learning the position and setting forth any areas which need improvement no less than every other month. An employee who is unsuccessful in the SPT Program, or who voluntarily opts out, will return to their prior classification (without such action becoming subject to the grievance and arbitration procedures contained in Article 7 of this Agreement) but will not be precluded from possible selection and participation in future SPT Programs.

Section 2. Discipline. During the probationary period, the Company will have the right to discharge or discipline an employee without assigning cause. This action will not be subject to the grievance and arbitration provisions of this Agreement.

Section 3. Benefits. Probationary employees will not be eligible for any benefits granted to regular employees under this Agreement. No terms of this Agreement other than this Article and the appropriate wage rate will apply to probationary employees.

## ARTICLE 9 SENIORITY

Section 1. Definition. The Company values experienced employees that have grown with the Company; and, therefore, it recognizes the principle of seniority. Seniority is defined as an employee's most recent period of continuous employment in the bargaining unit with the Company.

Section 2. Past Seniority Credit. Employees formerly employed by Gigante-USA hired by the Company and on its payroll as of the effective date of this Agreement will be credited with their accumulated seniority. In this regard, the parties understand that seniority rights exist only to the extent and for the purposes expressed in this Agreement and for no other purpose.

Section 3. Seniority List. The Company will post a current seniority list and will provide an updated list to the Union every December and June.

Section 4. Loss of Seniority. An employee's seniority will be lost in the following instances:

- (a) Discharge;
- (b) Voluntary quit;

- (c) Failure to return to work on the specified date following layoff or a leave of absence;
- (d) Failure to perform any work for the Company for a period which is the lesser of six (6) months or the employee's seniority with the Company; unless extension of this period is necessary under any applicable state or federal law or unless the employee is on an approved leave of absence pursuant to Article 23 of this Agreement;
- (e) Acceptance of a non-bargaining unit position for more than thirty (30) days;
- (f) Retirement;
- (g) Absence from work for three (3) consecutive work days without proper notification to the Company; unless otherwise required by law, due to an Act of God, a case of mistaken identity (in the case of incarceration), or through no fault of his/her own;
- (h) When an employee deliberately provides a reason for obtaining a leave of absence which is untrue or the employee engages in unauthorized employment/self-employment during such leave;

Section 5. Part-Timers. Part-time employees in the same classification will be scheduled by seniority vis-à-vis other part-time employees, provided the senior part-time employee is available to work the schedule hours. This provision does not apply to scheduling of full-time employees.

Section 6. Promotions. Employees who are desirous of a promotion to a higher classification may complete a declaration of interest form that the manager shall maintain on file. The manager will consider such declaration of interest in any situation where there is a permanent vacancy, as determined by the Company. The selection of an individual for promotion (or by hiring from the outside) shall rest solely with the Company in its discretion. When promoting an employee from within, the employee's seniority will be one of the factors considered by the Company. The Company shall notify employees in a store when there is a permanent vacancy in that store. Such notice shall include the job classification, department, and full-time/part-time status.

Section 7. Weekends. Every full-time employee with at least two (2) years tenure with the Company will be entitled to four (4) weekends off (Saturday and Sunday) per twelve-month period as their scheduled days off starting from the date of ratification of this Agreement. Every full-time employee with at least four (4) years tenure with the Company shall be entitled to six (6) weekends

off (Saturday and Sunday) per twelve (12) month period as their scheduled days off, starting from the date of ratification of this Agreement. A day off request form will be available for employees, who should indicate their preference at least thirty (30) days in advance. Weekends off do not accumulate from year to year.

## ARTICLE 10 LAYOFF AND RECALL

Section 1. Procedure. It is recognized that business conditions may require reduction of hours and/or layoffs of employees. In such event, the following shall apply to employees.

- (a) Priority. In laying off an employee, other than during the probationary period, the Company agrees to abide by the seniority rule as defined above in the following priority: seniority in the store followed by seniority at the Company.
- (b) Bumping. The least senior full-time employee(s) being reduced in hours in a store may bump the least senior full-time employee(s) working in the same classification within twenty-five (25) miles of his personal residence. In the event the employee is the least senior full-time employee within twenty-five (25) miles of his personal residence, the employee may bump either the least senior full-time employee in a store within that radius or take a reduction to part-time in his store. In exercising seniority, the employee must have the skills and ability necessary to perform the work. An affected employee must exercise his bumping rights within five (5) calendar days of being notified of his layoff/reduction in hours.
- (c) Part-Timers. The least senior part-time employee within an affected classification who is being laid off from work in his store, may displace the least senior part-time employee in the same classification within a store in the same manner as set forth in Paragraph (b), above. If the affected part-time employee is the least senior within the stores, he shall be laid off and shall have no bumping rights.

Section 2. Recall. In the event of a restoration of the workforce, employees will be recalled or restored to full-time status in the reverse order in which they were laid off; provided, however, that employees being recalled have the necessary skill and ability necessary to perform the work.

Section 3. Reporting. Employees have five (5) days to return to work after being recalled by either telephone, overnight delivery or certified mail addressed to the employee's last known address.

## ARTICLE 11 HOURS OF WORK

Section 1. Workweek. The workweek, for payroll purposes, will consist of seven (7) consecutive days beginning on Sunday and ending on the following Saturday. The workday for payroll purposes begins at 12:01 a.m. each day. Employees can be scheduled for work on any combination of days during the workweek; which days need not be consecutive.

Section 2. Hours.

Hours of work will be scheduled in line with work requirements.

Section 3. Work Schedules. Work schedules shall be posted no later than noon on the Friday preceding the start of the workweek. The work schedule shall include the first and last name of each employee and shall include the total number of hours either on the posted schedule or at the time clock, in the Company's discretion. Once the schedule is posted, it shall not be changed except in the event of an act of God, an unanticipated significant business fluctuation or other circumstances beyond the Company's control. Employees requesting a given work day off for personal reasons must do so in writing to the Store Director by noon on the Wednesday preceding the workweek. To the extent possible, and in the sole discretion of store management, these employee requests shall be accommodated. Employees may request preferred days off and/or preferred hours twice a year during the last 14 calendar days of January and the last 14 calendar days of July on a form provided by the Company, however, such scheduling requests will be accommodated, if at all, in the sole discretion of store management.

Section 4. Schedule Guarantee (Full-Timers). Each full-time employee shall be scheduled to work, at least, thirty-two (32) straight-time hours per week (four (4) - eight (8) hour days A full-time employee may waive the foregoing 4 x eight-hour day requirement by signing a written waiver on a form provided by store management such that the employee could work shorter (and more) shifts throughout a seven (7) day work week; e.g., 2 x 8hr shifts and 3 x 6hr shifts (34hrs total), or 6 x 6hr shifts (36hrs total), or any other combination by which the full-time employee receives 32 hours or more a week. Waivers may be revoked by the employee on two (2) weeks written notice. In the event an employee signs a waiver under this provision, the Union shall be provided with a copy within one (1) week of the waiver becoming effective.

Section 5. Schedule Guarantee.

(a) Part-Timers. Each part-time employee shall be scheduled to work, at least, twenty-four (24) straight-time hours per week unless the employee has waived this requirement by signing a written waiver. Waivers may be revoked by the employee on two (2) weeks written notice. In the event an employee signs a waiver under this provision, the Union shall be provided with a copy within one (1) week of the waiver becoming effective.

(b) Runners. Runners will be guaranteed twenty-four (24) hours per week; unless a Runner has waived this requirement by signing a written waiver. Part-time employees may revoke a waiver of this guarantee by giving written notice to the Store Director during two (2) notice periods each year. Revocation notices given to the Store Director from June 1 to June 15 will be effective with the first schedule posted after July 1 and revocation notices given to the Store Director from December 1 to December 15 will be effective with the first schedule posted after January 1. Upon request, the Union will be provided with a copy of any waiver signed pursuant to this Section.



Section 6. Full-Timers. Forty percent (40%) (or more, in store management's discretion) of the employee complement at each of the stores shall be full-time, subject to normal attrition and hiring fluctuations.

Section 7. Exceptions. The aforementioned weekly guarantees shall not apply if one or more of the following conditions exist:

- (a) Employees scheduled to work are absent;
- (b) Work is not available due to an act of God;
- (c) An unanticipated, significant business fluctuation, supply disruption or other business issues of a serious nature;
- (d) During the week an employee is hired, recalled from layoff or returns from leave of absence.
- (e) A labor disruption, action, strike, or any refusal to perform – or interference with – assigned work affecting a/the store(s).
- (f) An adverse impact on operations that is outside of the Company's control, such as: threats to employees or property; directives or recommendations from civil authorities; public utilities failure to supply adequate electricity, water, or gas; a failure or degradation in other public utilities or the sewer system; or other cause restricting availability of work.

Section 8. Re-classification. Part-time employees who work a minimum of thirty-two (32) hours (four (4) – eight (8) hour days) a week for a twelve (12) consecutive week period will be reclassified as full-time.

## ARTICLE 12 LUNCH AND REST BREAKS

Section 1. Meal Period. Employees who work more than five (5) consecutive hours will be given a thirty (30) minute unpaid meal period. If the employee will not be working more than six (6) hours, this meal period may be waived upon the mutual consent of the Company and the employee.

Section 2. Additional Meal Period. Employees working more than ten (10) hours in a day will be given a second thirty (30) minute unpaid meal period. If the employee will not be working more than twelve (12) hours, the second meal period may be waived upon the mutual consent of the Company and the employee only if the first meal period was not waived.

Section 3. Rest Period. Employees will receive a ten (10) minute paid rest break for every four (4) hours of work. The Employer will attempt to permit rest breaks to occur as close to the mid-point of start of shift and meal period as possible and if a second rest break is applicable, as close to the mid-point of period starting after the meal period and the end of shift as possible; operating needs, however, will be controlling as to the timing of rest breaks. If an employee is to work less than three and one-half (3 ½) hours in a day, no rest period will be given.

## ARTICLE 13 PAY FOR SPLIT SHIFTS

A split shift is defined as any shift which begins less than ten (10) hours after the previous shift ends. On monthly inventory days, a shift may begin on the next calendar day without premium payment provided eight (8) hours have lapsed. If an employee works a split shift, he will receive one and a half (1 ½) times his hourly rate for work performed within the ten (10-hour time off period. Provided, however, that if an employee has requested in writing to work split shifts (*i.e.*, has requested a schedule where one shift starts within ten (10) hours of his prior shift), and such request is granted by the Company in its sole discretion, then no premium compensation shall apply.

## ARTICLE 14 REPORTING PAY

Section 1. Minimum. Any employee who reports to work as scheduled shall receive a minimum of four (4) hours work at his regular rate of pay, provided he is available for said hours and performs whatever work is assigned to him.

Section 2. Call Back. If an employee is required to report to work a second time in any one workday and is furnished less than two (2) hours of work, the employee will be paid for two (2) hours in addition to any split shift premium provided for in this Agreement.

Section 3. Notice. Employees will not receive any reporting pay if the employee is not provided work because any of the Schedule Guarantee Exceptions noted in Article 11, Section 7 (b) and (c), unless the employee is required by the Company to remain at the work place.

## ARTICLE 15 OVERTIME

Section 1. Overtime. Employees shall be paid one and one-half (1 ½) times their regular straight-time hourly rate for all hours worked in excess of forty (40) hours in a week or eight (8) hours in a day. All work in excess of twelve (12) hours a day shall be paid at double (2) time.

Section 2. No Pyramiding. There shall be no pyramiding of premium pay.

Section 3. Consecutive Days Worked. When an employee is scheduled to work more than seven (7) consecutive days in any combination of workweeks, said employee shall receive time and one-half (1 ½) for all time worked after the seventh (7<sup>th</sup>) consecutive day until such time as his consecutive days of work have been interrupted by a pre-scheduled day off.

## ARTICLE 16 COMPANY RULES AND DISCIPLINE

Section 1. Rules. The Company will have the right to establish or revise reasonable rules relating to attendance, work, substance abuse, drug and alcohol testing, functional testing, quality,

efficiency, performance, insubordination, and safety by which all employees will abide. The Company will also have the right to establish or revise a reasonable disciplinary policy to address employee violations of these rules. The Company may add, delete, or modify its work rules and/or disciplinary policy in its discretion, and any such changes will become effective seven (7) days after they have been posted in the workplace and the Union has been notified.

Section 2. Notice to Union. Written notice of disciplinary warnings, suspensions or discharges will be e-mailed to the Union.

Section 3. Good Cause. Employees may only be disciplined or discharged for good cause.

#### ARTICLE 17 WAGES

Section 1. Wages. The classifications and minimum hourly rates of pay under this Agreement shall be as set forth in Appendix A, attached hereto and expressly made a part hereof.

Section 2. Effect. No employees will have their wages reduced as a result of the adoption of this Agreement.

Section 3. Minimum Wage Adjustment. If either the federal or state minimum wage increases during the life of this Agreement, the starting rates in Appendix A will increase to, at least, twenty cents (20¢) above the federal or state minimum wage (whichever is higher); and, as a result, every progression step after the starting rate must be, at least, ten cents (10¢) above the preceding step.

Section 4. Leave Time. The Company will provide employees vacation, sick leave, and personal day hours available for use – subject to all applicable “use” requirements set by Company policy and applicable law – at the timeclock.

#### ARTICLE 18 VACATION

Section 1. Eligibility, Accrual, Allotment. All employees who have completed one (1) or more years of continuous service will be entitled to vacation in the following year according to the following schedule:

Continuous Service	Weeks of Vacation
At least 1 year	1
2 through 7 years	2
8 through 14 years	3
15 or more years	4

The Employer shall pay the employee the vacation pay earned during the employee’s prior anniversary year, in the paycheck after taking the approved vacation or on the employee’s next anniversary date. In order to receive the vacation pay in the next paycheck after taking the approved vacation, the employee must provide the Employer with, at least, thirty (30) days’ notice of the requested vacation; subject to emergency exceptions to be evaluated and approved at management’s discretion. Employees will not be permitted to carry over unused vacation time into a subsequent vacation year; any vacation accrued but unused as of an employee’s next

anniversary date will be paid out to the employee within 30 days of that anniversary date, except in the event of employment termination, in which case, the Company will pay accrued, but unused vacation pay per state law.

Section 2. Pay. Employees will receive vacation pay for the average number of hours worked per week in the previous year up to forty (40) hours. Pay will be at the employee's base hourly rate at the time of taking vacation.

Section 3. Vacation Scheduling. The Employer will circulate a vacation preference form for the coming year starting on about November 1 for employees to request vacation time. Requests for the coming calendar year will be accepted until December 31. Employees will be notified of whether their choice has been granted by January 30 of the next year. In cases of conflicts in requests for vacation time off, seniority will be one of the considerations. For vacation requests made during the year, employees must request vacation from their supervisor, at least, thirty (30) days in advance of the first day of the desired/requested vacation. Shorter notice periods will be considered when using vacation as part of Family and Medical Leave Act ("FMLA") circumstances. Employee vacation requests will be considered; but operating requirements as determined by the Company will control. Vacations may not be taken between November 1 and January 6 except in rare cases where there are extenuating circumstances and then, only when approved by the Company. In circumstances where the Employer forces an employee to take vacation, the Employer shall give at least thirty (30) days written notice prior to the date of the beginning of the vacation.

Section 4. Payout. Accrued but unused vacation will be paid upon termination or resignation from employment.

#### ARTICLE 19 PERSONAL DAYS

Any employee who has been in the active and continuous service of the Company for a period of at least three (3) years as of September 22<sup>nd</sup> of the most recent calendar year (referred to for purposes of this Article only as the "contract year" start date) will be entitled to take one (1) paid personal day each contract year of this Agreement. Any employee who has been in the active and continuous service of the Company for a period of at least five (5) years as of the contract year start date will be entitled to two (2) personal days each contract year of this Agreement. This benefit shall be paid based on the employee's average straight-time shift hours worked during the previous twelve (12) months.

The employee shall provide the Employer with at least thirty (30) days' notice of intent to use the personal day, which will be granted subject to the needs of the business. The employee must be on active status in order to use a personal day. Employees will not be permitted to carry

over any unused personal days into a subsequent contract year; any personal day unused at the expiration of a contract year shall be paid within sixty (60) days of the contract year's expiration.

An employee may elect to use a personal day as sick leave provided they meet the requirements for use of paid sick leave as set forth in ARTICLE 22.

#### ARTICLE 20 HOLIDAYS

Section 1. Holidays and Holiday Pay. Employees working on New Year's Day, Labor Day or July 4<sup>th</sup> will be paid a premium of time-and-one-half (1 ½) their regular straight-time rate for all hours worked. Employees working on Thanksgiving or Christmas Day will be paid a premium of double time (2) their regular straight-time rate for all hours worked.

Section 2. Eligibility. To receive the premium pay set forth above, an employee must work all of the hours he is scheduled to work during the week in which the holiday falls; unless, the employee is absent because of certified illness or has express written permission from the Store Director.

#### ARTICLE 21 FAMILY AND MEDICAL LEAVE ACT

The Company will comply with all applicable state and federal laws which address employee rights to request or obtain a family or medical leave of absence.

#### ARTICLE 22 STATE MANDATED LEAVES

The Company will comply with applicable state laws in granting employees time off work as specified in the various leave laws.

#### ARTICLE 23 LEAVE OF ABSENCE

Section 1. General Leave. Leave requests for reasons not covered by the Family and Medical Leave Act ("FMLA") or State Mandated Leaves per Articles 21 and 22 hereof, will be considered by the Company; and, if granted, will be subject to requirements established by the Company.

#### ARTICLE 24

#### JURY DUTY/WITNESS DUTY

Section 1. Time-Off. Employees who are summoned for jury duty or who are subpoenaed as a witness will be granted unpaid time off to fulfill these legal obligations.

Section 2. Notice to Company. Employees must immediately notify their supervisor when called to serve as a juror or witness.

Section 3. Proof of Notice/Attendance. The Company may require employees to provide copies of their jury notice or subpoena and/or evidence of jury or witness duty attendance.

## ARTICLE 25 BEREAVEMENT LEAVE

Section 1. Leave and Pay. Employees who have completed their probationary period will be allowed up to three (3) working days with pay to attend funeral services and make necessary arrangements when there is a death in the “immediate family.” Pay will be at the employee's base wage for the hours normally worked by the employee.

Section 2. Definition. “Immediate family” is defined as an employee’s current spouse, father, mother, sister, brother, legal guardian, child, step-child, current mother-in-law, current father-in-law, grandparents or grandchildren.

Section 3. Notice. The employee must notify his Department Manager of the purpose of this absence no later than the day of the absence. Notification must be in the same manner as if the employee were to be absent for any other reason. The employee may also be required to furnish proof of entitlement to funeral leave including his relationship to the deceased, the date of the funeral and other pertinent items.

Section 4. Additional Leave. Employees requiring further time off may request unpaid time off or use accrued vacation time in writing from their Department Manager.

## ARTICLE 26 MILITARY LEAVE

Employees enlisting or entering the military of the United States will be granted all rights and privileges provided by applicable law.

## ARTICLE 27 GROUP INSURANCE AND BENEFIT PLANS

(1) Eligibility for Health, Dental and Vision Plans. As of the date of ratification, all eligible employees continuously employed by the Company for, at least, nine (9) months may elect health coverage under either the HealthNet-Excel Care HMO or Salud HMO plans. Additionally, such employees may elect dental coverage under Anthem Dental and/or vision coverage under Blue View Vision. After 18 months of continuous employment with the Company, eligible employees may elect “employee + spouse” or “employee + child(ren)” or “employee + family” coverage under the health, dental, and vision Plans. In addition to possessing sufficient seniority to become eligible for participation in the health, dental, and vision Plans, eligibility also shall be based on working or being compensated for an average of at least, twenty-four (24) hours per week over the preceding three (3) months.

(2) Grandfathered Employees. Eligible employees hired by Gigante-USA prior to February 1, 2005 and credited by the Company pursuant to Article 9, Section 2) of this Agreement with continuous seniority thereafter (hereinafter “grandfathered” employees) may elect health, dental (under Anthem DMO Plan) and vision Plan coverage at their desired employee or

dependent coverage level (“employee only”, “employee + spouse”, “employee + child(ren)” or “employee + family ) with no weekly employee premium. Dental coverage under Anthem Low PPO or Anthem High PPO also will be offered to such “grandfathered” employees for the weekly premium cost set forth on Appendix C.

(3) “Non-Grandfathered” Employees. Eligible “non-grandfathered” employees may elect coverage under the health, dental and vision Plans for the weekly premium cost set forth in Appendix C. Additionally, eligible employees may elect dental and/or vision coverage at the weekly premium cost for such coverage set forth in Appendix C (unless “grandfathered” in which case there shall be no such weekly premium cost) while declining health coverage.

(4) Payroll Deductions. All employees eligible to participate in health, dental, and/or vision Plans and electing coverage will pay any weekly premiums at their elected coverage levels through weekly payroll deductions. All employees, whether or not “grandfathered,” and their dependents are responsible for co-payments, out of pocket deductibles, and other costs as per the Plan terms.

(5) Open Enrollment. Open enrollment will occur during each September; unless, the employee has a “life altering” event as defined under COBRA which shall automatically entitle the employee to an open enrollment period.

(6) Plans and SPDs; Changes. The benefits to be provided in this Article and the applicable terms and conditions shall be as described in the applicable Plan terms, which ultimately will be summarized in Summary Plan Descriptions (“SPDs”). To the extent there is any inconsistency between the SPDs or this Agreement and Plan terms, the Plan terms will govern. Eligible employees will be required to complete appropriate Plan enrollment forms. The Company shall have the right to change insurance carriers, Plan administrators, or benefit Plans, and/or shall have the right to self-insure, so long as any changes in Plan benefits resulting therefrom are reasonably comparable. However, the cost to the Company and employees of such changes may vary, including going up, depending on market conditions. The Company shall notify the Union and offer to explain such changes prior to their implementation. The Company will cap any annual employee premium increases at thirteen (13%) percent over the prior coverage year. In the event premium rates do not increase by a total of 13% in a plan year, the difference between the actual increase and 13% will be added to the maximum rate increase in the following plan year, provided such increase does not exceed fifteen percent (15%). For example, in Year A, if the premium increases by 8%, then in Year B, the maximum allowable rate increase will be 15%.

## ARTICLE 28 UNION STEWARDS

Section 1. Designation. The Company recognizes the right of the Union to designate one (1) steward per store. In no instance shall Stewards be discriminated against for lawfully discharging their duties.

Section 2. Training. Upon two (2) weeks’ notice to the Company, one (1) steward per store will be scheduled off with pay to attend one (1) one-day steward training seminar per calendar year. If possible, a full-time steward will not have his hours reduced during a training week.

## ARTICLE 29 NO STRIKE/NO LOCKOUT

The Union agrees that it is the responsibility of each employee to faithfully perform his or her duties under the terms of this Agreement. The Union agrees that it will make best efforts to ensure that employees shall not engage in any walkout, strike, sit-down, slowdown, "blue flu" (i.e., sick out), refusal to cross a picket line, boycott, or any other similar action against the Company for any purpose, and employees shall do none of those things in sympathy to or in support of the Union as it relates to another employer or another union in relation to any employer, and the Union shall not call for, direct, ask, suggest, incite, or otherwise aide or encourage directly or indirectly such actions during the term of this Agreement. Should such conduct occur, the Union shall make best efforts to stop the participating employees from taking such action, including giving them written direction to stop. If any employee engages in conduct prohibited by this section, the Company shall be entitled to discipline any participating employee, up to and including discharge, in its sole discretion. The Company will not lock out any bargaining unit employee during the term of this Agreement.

## ARTICLE 30 SEPARABILITY, SAVINGS, SOLE AGREEMENT

Section 1. Separability. If any state or federal legislation, court decision or government regulation invalidates any Article or Section of this Agreement, all other Articles and Sections not invalidated will remain in full force and effect.

Section 2. Coverage of Agreement. The terms of this Agreement apply to and are binding upon the Company only as to the bargaining unit employees at the locations covered by this Agreement (Appendix B). This Agreement is neither intended to nor shall it be construed to apply to any parent, subsidiary, affiliate, or other corporation, partnership, sole proprietorship, business or other business form or entity (either currently in existence or which may be created

(Remainder of page intentionally left blank)



after the effective date of this Agreement), which is owned, controlled, or managed by any or all of the principals, officers, directors, successors, assigns, etc. of the Company.

Section 3: Sole and Entire Agreement. This Agreement is the entire and only existing Agreement between the parties. This Agreement supersedes and ends all prior formal or informal written or oral agreements, commitments, policies, or "past practices" between the Company and the Union or any employee or group of employees, not expressly incorporated in this Agreement. The parties agree that both parties had an unlimited opportunity and right to make requests and proposals during negotiations with respect to any lawful subject and all agreements reached as a result of the exercise of that right are set forth in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. There shall be no amendment to this Agreement unless reduced to writing and signed by both parties.

### ARTICLE 3 DURATION OF AGREEMENT


This Agreement will be in full force and effect upon ratification of the affected membership until 11:59 p.m. on the five year anniversary of this Agreement, 2025 and will continue in full force and effect for each year thereafter unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other, at least, sixty (60) days prior to the expiration of the Agreement or any automatic extension of the Agreement.

BODEGA LATINA CORPORATION  
d/b/a EL SUPER

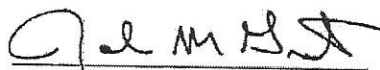


Carlos A. Smith  
President & CEO

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, Locals 324, 770, 1167, &  
1428 Affiliated with UFCW International  
Union



UFCW Union Local 324  
Andrea Zinder, President



UFCW Union Local 770  
John M. Grant, President



UFCW Union Local 1167  
Joe Duffle, President



UFCW Union Local 1428

20 Mark Ramos, President

**APPENDIX A CLASSIFICATIONS AND WAGES**

FOR CITY OF LOS ANGELES UNION STORES (12 Arleta, 13 Gage, 17 Slauson)

<b>SKILLED</b>	<b>Baker, Cake Decorator, Scan Coordinators</b>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1st 6 Months	15.00	15.50	15.66	15.81	15.97
2nd 6 Months	15.10	15.75	15.91	16.07	16.23
3rd 6 Months	15.20	16.00	16.16	16.32	16.48
4th 6 Months	15.30	16.10	16.26	16.42	16.59
5th 6 Months	15.40	16.20	16.36	16.53	16.70
6th 6 Months	15.55	16.30	16.46	16.63	16.80
7th 6 Months	15.75	16.40	16.56	16.73	16.90
Experienced	16.35	16.75	17.15	17.50	18.00
Lead Person	17.35	17.75	18.15	18.50	19.00

<b>SKILLED</b>	<b>Meat Cutters, Cooks</b>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1st 6 Months	15.10	15.75	15.91	16.07	16.23
2nd 6 Months	15.25	16.00	16.16	16.32	16.48
3rd 6 Months	15.50	16.25	16.41	16.58	16.75
4th 6 Months	15.75	16.40	16.56	16.73	16.90
5th 6 Months	16.00	16.55	16.72	16.88	17.05
6th 6 Months	16.35	16.70	16.87	17.04	17.21
7th 6 Months	16.65	16.85	17.02	17.19	17.36
Experienced	17.50	17.80	18.15	18.50	19.00
Lead Person	18.50	18.80	19.15	19.50	20.00

<b>CLERKS</b>	<b>Front End Coordinators, Checkers, Night Crew, Grocery, Produce, Dairy/Deli, Receiving, Bakery, Bulk Deli, Meat, Fish, Tortilleria &amp; Prepared Foods Clerks</b>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1st 6 Months	15.00	15.20	15.20	15.20	15.20
2nd 6 Months	15.05	15.25	15.30	15.30	15.35
3rd 6 Months	15.10	15.30	15.40	15.40	15.45
4th 6 Months	15.15	15.35	15.50	15.50	15.55
5th 6 Months	15.20	15.40	15.60	15.60	15.65
6th 6 Months	15.25	15.45	15.70	15.70	15.75
7th 6 Months	15.30	15.55	15.80	15.80	15.85
Experienced	15.35	15.70	16.00	16.30	16.55
Lead Person	16.35	16.70	17.00	17.30	17.55

<b>RUNNERS</b>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
	1st 12 Months	14.50	15.00	15.20	15.20
Thereafter	14.60	15.10	15.30	15.30	15.35

\* The Front End Coordinator will receive a \$0.50/hr. premium over the applicable Clerk wage rate.

\* This wage proposal will become effective at the beginning of the first full payroll period after ratification and execution of the collective bargaining agreement.

STORES OUTSIDE CITY OF LA (11 Anaheim, 14 Covina, 15 Inglewood, 16 S.Fe Springs)

SKILLED	Baker, Cake Decorator, Scan Coordinators				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1st 6 Months	13.80	14.80	15.66	15.81	15.97
2nd 6 Months	14.05	15.10	15.91	16.07	16.23
3rd 6 Months	14.25	15.20	16.16	16.32	16.48
4th 6 Months	14.50	15.40	16.26	16.42	16.59
5th 6 Months	14.75	15.60	16.36	16.53	16.70
6th 6 Months	15.00	15.80	16.46	16.63	16.80
7th 6 Months	15.25	16.00	16.56	16.73	16.90
Experienced	16.35	16.75	17.15	17.50	18.00
Lead Person	17.35	17.75	18.15	18.50	19.00

SKILLED	Meat Cutters, Cooks				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1st 6 Months	13.80	14.80	15.91	16.07	16.23
2nd 6 Months	14.05	15.15	16.16	16.32	16.48
3rd 6 Months	14.40	15.45	16.41	16.58	16.75
4th 6 Months	14.85	15.75	16.56	16.73	16.90
5th 6 Months	15.25	16.00	16.72	16.88	17.05
6th 6 Months	15.50	16.25	16.87	17.04	17.21
7th 6 Months	16.00	16.50	17.02	17.19	17.36
Experienced	17.50	17.80	18.15	18.50	19.00
Lead Person	18.50	18.80	19.15	19.50	20.00

CLERKS	Front End Coordinators, Checkers, Night Crew, Grocery, Produce, Dairy/Deli, Receiving, Bakery, Bulk Deli, Meat, Fish, Tortilleria & Prepared Food Clerks				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1st 6 Months	13.20	14.20	15.20	15.20	15.20
2nd 6 Months	13.30	14.30	15.30	15.30	15.35
3rd 6 Months	13.40	14.40	15.40	15.40	15.45
4th 6 Months	13.50	14.50	15.50	15.50	15.55
5th 6 Months	13.60	14.60	15.60	15.60	15.65
6th 6 Months	13.70	14.70	15.70	15.70	15.75
7th 6 Months	13.80	14.80	15.80	15.80	15.85
Experienced	14.40	15.00	16.00	16.30	16.55
Lead Person	15.40	16.00	17.00	17.30	17.55

RUNNERS	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
	1st 12 Months	13.20	14.20	15.20	15.20
Thereafter	13.30	14.30	15.30	15.30	15.35

\* The Front End Coordinator will receive a \$0.50/hr. premium over the applicable Clerk wage rate.

\* This wage proposal will become effective at the beginning of the first full payroll period after ratification and execution of the collective bargaining agreement.

APPENDIX B COVERED LOCATIONS

9170 Woodman Avenue  
Arleta, CA 91331

10531 South Carmenita Road  
Santa Fe Springs, CA 90670

960 West Arrow Highway  
Covina, CA 91722

1100 West Slauson  
Los Angeles, CA 90044

1301 East Gage Avenue  
Los Angeles, CA 90001

650 North Euclid Street  
Anaheim, CA 92801

3321 West Century Blvd.  
Inglewood, CA 90303

## APPENDIX C HEALTH PLANS

The information provided in this Appendix C is for the current Health Plan year, currently October 1, 2019 to September 30, 2020. The weekly premium costs listed here will almost certainly change in subsequent Health Plan years. The Company will provide employees an updated rate sheet with new weekly premium costs during Open Enrollment for each subsequent Health Plan year. The weekly premium costs for the Health Plan(s) listed below (and updated costs for subsequent Health Plan years) are exclusive of other costs to employees and their dependents under the applicable Plan(s); e.g., co-payments and deductibles.

### Medical Plan (Health Plan Year 2019-2020)

Employees eligible for health coverage may opt for coverage under either the HealthNet ExcelCare HMO – R1070A or the Salud HMO y mas – L6135A. The weekly premium cost for such coverage will be as follows:

<i>HealthNet ExcelCare HMO – R1070A</i>	
Employee only:	\$18.48 per week
Employee + Spouse:	\$73.52 per week
Employee + Child(ren)	\$67.92 per week
Employee + Family	\$111.12 per week

<i>Health Net Salud HMO y mas – L6135A</i>	
Employee only:	\$14.23 per week
Employee + Spouse:	\$54.72 per week
Employee + Child(ren)	\$51.23 per week
Employee + Family	\$84.47 per week

### Dental & Vision Plan with a Medical Enrollment (Health Plan Year 2019-2020)

Benefits eligible employees who elect a medical health plan coverage may enroll in the Anthem Dental HMO and Blue View Vision plans at no additional cost. These employees also have the option to buy up to the Anthem Dental Low and High PPO plans at an additional cost.

#### **Anthem Dental DMO with Medical Election**

Employee Only	\$0.00 per week
Employee + Spouse	\$0.00 per week
Employee + Child(ren)	\$0.00 per week
Employee + Family	\$0.00 per week

**Anthem Dental Low PPO with Medical Election**

Employee Only	\$5.51 per week
Employee + Spouse	\$11.02 per week
Employee + Child(ren)	\$13.70 per week
Employee + Family	\$20.05 per week

**Anthem Dental High PPO with Medical Election**

Employee Only	\$9.70 per week
Employee + Spouse	\$19.40 per week
Employee + Child(ren)	\$22.39 per week
Employee + Family	\$33.54 per week

**Anthem Blue View Vision with Medical Election**

Employee Only	\$0.00 per week
Employee + Spouse	\$0.00 per week
Employee + Child(ren)	\$0.00 per week
Employee + Family	\$0.00 per week

Dental-Only and/or Vision-Only Plans (Health Plan Year 2019-2020)

Benefits eligible employees who do not enroll in a medical plan may still enroll in the Anthem Dental HMO and Blue View Vision plans at the following costs:

**Anthem Dental DMO without Medical Election**

Employee Only	\$2.04 per week
Employee + Spouse	\$4.07 per week
Employee + Child(ren)	\$4.07 per week
Employee + Family	\$6.62 per week

**Anthem Dental Low PPO without Medical Election**

Employee Only	\$7.27 per week
Employee + Spouse	\$14.54 per week
Employee + Child(ren)	\$17.09 per week
Employee + Family	\$25.85 per week

**Anthem Dental High PPO without Medical Election**

Employee Only	\$11.25 per week
Employee + Spouse	\$22.50 per week
Employee + Child(ren)	\$25.35 per week
Employee + Family	\$38.48 per week

**Anthem Blue View Vision without Medical Election**

Employee Only	\$0.94 per week
Employee + Spouse	\$1.79 per week
Employee + Child(ren)	\$1.89 per week
Employee + Family	\$2.77 per week