

Food 4 Less Contract Ratification Handout

| Issue | Change/Improvement |
|-------------------------------------|---|
| Wages | <p>\$0.55/hour wage increases each year for three (3) years for those at or above the top rates in all classifications except Utility Clerk. ** (See attached wage scales for specific rates of pay.)</p> <p>If Ralphs get a higher rate increase in 2022 and/or 2023, the F4L increases will match the higher Ralphs increases. **</p> <p>Shortened progression steps for APC and Service Clerks allowing workers to reach the top rate more quickly. (See attached wage scales for new progression steps.)</p> |
| Bonuses/Retro | <p>The Employer shall pay ratification bonuses as follows:</p> <p>Within thirty days of ratification, all top rate and above employees, except Utility Clerks, who have one year or more of service, been continuously employed and worked at least 40 hours from the expiration of the contract through to the date of ratification, shall receive a ratification bonus of \$500 for full-time employees and \$350 for part-time employees. Anyone who has averaged 36 or more hours worked or paid during the 52 weeks preceding ratification will receive the full-time bonus.</p> <p>Within thirty days of ratification, Utility Clerks who have one year or more of service, been continuously employed and worked at least 40 hours from the expiration of the contract through to the date of ratification, shall receive a ratification bonus of \$150. **</p> |
| Health Benefits | The Company will pay all contributions necessary to maintain benefits without any reductions. |
| Scholarship Benefit | Food 4 Less employees are now eligible for the UFCW Trust Fund scholarship on the same basis as Ralphs employees. ** |
| Pension/Retirement | The Company will pay all contributions necessary to maintain benefits without any reductions. |
| Promotions | Eliminate the words “equal to two (2) times the hours.” This change allows workers who are promoted to progress through the remaining steps to the top rate more quickly. |
| Part-time guarantee | <p>Employees, excluding Utility Clerks, with at least five (5) years will be guaranteed a monthly average of twenty-four (24) hours per week. **</p> <p>Employees with at least fifteen (15) years of seniority will be guaranteed a monthly average of twenty-eight (28) hours per week so long as they are fully available to work such hours. The calculation of the monthly minimum will be based on the 4 week and 5 week cycles currently used to make Fund contributions.</p> |
| Required Overtime | No employee shall be required to work more than one (1) hour past the end of their scheduled shift unless required by unforeseen circumstances. When practicable, the Employer will notify the employee at least one (1) hour before requiring any employee to stay beyond their scheduled shift. |
| Vacations | Effective January 1, 2024, four weeks of vacation after completing fifteen (15) years of service. ** |
| Change Funeral to Bereavement Leave | Attendance at a funeral is no longer required to qualify for three (3) paid days when an immediate family member dies |
| Safety Committee | New Contract Section establishing a Health & Safety Committee at every store. (See attached for exact language) |
| Workweek | Effective May 1, 2022, the regular workweek shall commence 12:00 a.m. Sunday and run through 11:59 p.m. Saturday |

**** These items were achieved or improved after the membership rejected the Company’s earlier proposal and voted to authorize a strike. STANDING TOGETHER WORKS!!**

Defeated Company proposal to change the minimum wage side letter. This Company proposal would have denied many workers raises when the minimum goes up and would have resulted in workers going longer without a wage increase.

ALL SOUTHERN CALIFORNIA LOCAL UNIONS RECOMMEND A “YES” VOTE TO ACCEPT THIS PROPOSAL

Puntos Principales para Ratificación del Contrato Food 4 Less

| Tema | Cambio/Mejora |
|-------------------------------------|---|
| Sueldo | <p>Aumentos de sueldo de \$0.55/hora cada año durante tres (3) años para quienes tienen o están por encima del sueldo tope en todas las clasificaciones, excepto Empleados Utility Clerks. ** (Vea las escalas de sueldo adjuntas para conocer las tasas de pago específicas.)</p> <p>Si Ralphs obtiene un aumento de sueldo más alto en 2022 y/o 2023, los aumentos de F4L serán iguales a los aumentos más altos de Ralphs. **</p> <p>Pasos más cortos en progresiones para APC y los Empleados de Servicio (Service Clerks) que permiten que los trabajadores alcancen el pago tope más rápidamente. (Vea las escalas de sueldo adjuntas para conocer los nuevos pasos de progresión.)</p> |
| Bonos/Retro | <p>El Empleador pagará las bonificaciones de ratificación de la siguiente manera:</p> <p>Dentro de los treinta días de la ratificación, todos los empleados con pago tope y arriba del pago tope, excepto Utility Clerks, que tienen un año o más de servicio, que han estado empleados y han trabajado continuamente por lo menos 40 horas desde el vencimiento del contrato hasta la fecha de ratificación, recibirán un bono de ratificación de \$ 500 para empleados de tiempo completo y \$ 350 para empleados de tiempo parcial. Cualquier persona que tenga un promedio de 36 o más horas trabajadas o pagadas durante las 52 semanas anteriores a la ratificación, recibirá el bono de tiempo completo.</p> <p>Dentro de treinta días de la ratificación, los Utility Clerks que tienen un año o más de servicio, han sido empleados continuamente y trabajado por lo menos 40 horas desde el vencimiento del contrato hasta la fecha de ratificación, recibirán un bono de ratificación de \$ 150. **</p> |
| Beneficios de Salud | La Compañía pagará todas las contribuciones necesarias para mantener los beneficios sin ninguna reducción. |
| Beneficio de Beca | Los empleados de Food 4 Less ahora son elegibles para la beca del Fondo Fiduciario UFCW sobre la misma base que los empleados de Ralphs. ** |
| Beneficios de Pensión/Jubilación | La Compañía pagará todas las contribuciones necesarias para mantener los beneficios sin ninguna reducción. |
| Promociones (Ascensos) | Elimina las palabras "igual a dos (2) veces las horas". Este cambio permite a los trabajadores que son ascendidos, progresar a través de los pasos restantes para llegar al pago tope más rápidamente. |
| Garantía de Tiempo Parcial | <p>A los empleados, con excepción de Utility Clerks, con por lo menos cinco (5) años se les garantizará un promedio mensual de veinticuatro (24) horas por semana. **</p> <p>A los empleados con al menos quince (15) años de antigüedad se les garantizará un promedio mensual de veintiocho (28) horas por semana, siempre y cuando estén completamente disponibles para trabajar dichas horas.</p> <p>El cálculo del mínimo mensual se basará en los ciclos de 4 y 5 semanas que se utilizan actualmente para hacer contribuciones al Fondo.</p> |
| Horas Extras Requeridas | Ningún empleado deberá trabajar más de una (1) hora después del final de su turno programado a menos que lo requieran circunstancias imprevistas. Cuando sea posible, el Empleador notificará al empleado al menos una (1) hora antes de requerir que cualquier empleado permanezca más allá de su turno programado. |
| Vacaciones | A partir del 1 de enero de 2024, cuatro semanas de vacaciones después de completar quince (15) años de servicio. ** |
| Cambiar Funeral a Licencia por Luto | Ya no se requiere asistencia a un funeral para calificar para tres (3) días pagados cuando un miembro de la familia inmediata fallece. |
| Comité de Seguridad | Una nueva sección en el Contrato establece un Comité de Salud y Seguridad en cada tienda. (Vea documento adjunto para detalles). |
| Semana de Trabajo | A partir del 1 de mayo de 2022, la semana laboral regular comenzará a las 12:00 a.m. del domingo y se extenderá hasta las 11:59 p.m. del sábado. |

**** Estos elementos se lograron o mejoraron después de que los miembros rechazaron la propuesta anterior de la Compañía y votaron para autorizar una huelga. ¡¡CUANDO ESTAMOS UNIDOS MOSTRAMOS MAS FUERZA!!**

La Propuesta de la compañía derrotada de cambiar la carta lateral del salario mínimo. Esta propuesta de la Compañía habría negado a muchos trabajadores aumentos cuando el mínimo sube y habría resultado en que los trabajadores pasarían más tiempo sin un aumento salarial.

TODAS LAS UNIONES LOCALES DEL SUR DE CALIFORNIA RECOMIENDAN UN VOTO "SÍ" PARA ACEPTAR ESTA PROPUESTA

F4L WAGE PROGRESSION

| | | CA | Upon | | | |
|--------------------------------------|----------------|---------|---------|---------|---------|---------|
| | | CURRENT | 2021 | 1/1/22 | 6/12/22 | 6/11/23 |
| MEAT CUTTERS & APPRENTICE | | | | | | |
| Step 10 | First 6 months | \$14.20 | | | | |
| Step 20 | Next 6 months | \$14.30 | \$14.30 | \$15.20 | \$15.20 | \$15.20 |
| Step 30 | Next 6 months | \$14.50 | \$14.50 | \$15.30 | \$15.30 | \$15.30 |
| Step 40 | Next 6 months | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 |
| Step 500 | Thereafter | \$21.88 | \$22.43 | | \$22.98 | \$23.53 |

| | | LA | Upon | | | |
|--------------------------------------|--|---------|---------|---------|---------|---------|
| | | CURRENT | 2021 | 6/12/22 | 6/11/23 | |
| MEAT CUTTERS & APPRENTICE | | | | | | |
| | | \$15.20 | | | | |
| First 12 months | | \$15.30 | \$15.30 | \$15.30 | \$15.30 | \$15.30 |
| Next 6 months | | \$15.40 | \$15.40 | \$15.40 | \$15.40 | \$15.40 |
| Next 6 months | | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 |
| Thereafter | | \$21.88 | \$22.43 | \$22.98 | \$23.53 | |

ALL PURPOSE CLERKS --Non Grandfathered (Warehouse Clerks and General Clerks, POS Coordinator, Dairy Clerk, Dairy Primary Clerk, Frozen Clerk & General Non-Foods Head)

| | | | | | | |
|----------|-----------------|---------|---------|---------|---------|---------|
| Step 10 | First 900 Hours | \$14.20 | | | | |
| Step 20 | Next 900 hours | \$14.30 | \$14.30 | \$15.20 | \$15.20 | \$15.20 |
| Step 30 | Next 900 hours | \$14.40 | \$14.40 | \$15.30 | \$15.30 | \$15.30 |
| Step 40 | Next 900 hours | \$14.50 | \$14.50 | \$15.40 | \$15.40 | \$15.40 |
| Step 50 | Next 900 hours | \$14.60 | \$14.60 | \$15.50 | \$15.50 | \$15.50 |
| Step 60 | Next 900 hours | \$14.70 | \$14.70 | \$15.60 | \$15.60 | \$15.60 |
| Step 70 | Next 900 hours | \$14.80 | \$14.80 | \$15.70 | \$15.70 | \$15.70 |
| Step 80 | Next 800 hours | \$14.90 | \$14.90 | \$15.80 | \$15.80 | \$15.80 |
| Step 90 | Next 700 hours | \$15.00 | \$15.00 | \$15.90 | \$15.90 | \$15.90 |
| Step 100 | Next 700 hours | \$15.10 | \$15.10 | \$16.00 | \$16.00 | \$16.00 |
| Step 110 | Next 700 hours | \$15.20 | \$15.20 | \$16.10 | \$16.10 | \$16.10 |
| Step 120 | Next 700 hours | \$15.30 | \$15.30 | \$16.20 | \$16.20 | \$16.20 |
| Step 500 | Thereafter | \$19.00 | \$19.55 | \$20.10 | \$20.65 | |

| | | | | | | |
|-----------------|--|---------|---------|---------|---------|---------|
| | | \$15.20 | | | | |
| First 900 Hours | | \$15.30 | \$15.30 | \$15.30 | \$15.30 | \$15.30 |
| Next 900 hours | | \$15.40 | \$15.40 | \$15.40 | \$15.40 | \$15.40 |
| Next 900 hours | | \$15.50 | \$15.50 | \$15.50 | \$15.50 | \$15.50 |
| Next 900 hours | | \$15.60 | \$15.60 | \$15.60 | \$15.60 | \$15.60 |
| Next 900 hours | | \$15.70 | \$15.70 | \$15.70 | \$15.70 | \$15.70 |
| Next 900 hours | | \$15.80 | \$15.80 | \$15.80 | \$15.80 | \$15.80 |
| Next 800 hours | | \$15.90 | \$15.90 | \$15.90 | \$15.90 | \$15.90 |
| Next 700 hours | | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 |
| Next 700 hours | | \$16.10 | \$16.10 | \$16.10 | \$16.10 | \$16.10 |
| Next 700 hours | | \$16.20 | \$16.20 | \$16.20 | \$16.20 | \$16.20 |
| Next 700 hours | | \$16.30 | \$16.30 | \$16.30 | \$16.30 | \$16.30 |
| Thereafter | | \$19.00 | \$19.55 | \$20.10 | \$20.65 | |

Grandfathered Warehouse

| | | | | | | |
|----------|------------|---------|---------|---------|---------|---------|
| Step 640 | Thereafter | \$20.66 | \$21.21 | \$21.21 | \$21.76 | \$22.31 |
|----------|------------|---------|---------|---------|---------|---------|

| | | | | |
|------------|---------|---------|---------|---------|
| Thereafter | \$20.66 | \$21.21 | \$21.76 | \$22.31 |
|------------|---------|---------|---------|---------|

MEAT SERVICE CLERK

| | | | | | | |
|----------|-----------------|---------|---------|---------|---------|---------|
| Step 10 | First 600 hours | \$14.20 | | | | |
| Step 20 | Next 1000 hours | \$14.30 | \$14.30 | \$15.20 | \$15.20 | \$15.20 |
| Step 30 | Next 1000 hours | \$14.40 | \$14.40 | \$15.30 | \$15.30 | \$15.30 |
| Step 40 | Next 800 hours | \$14.50 | \$14.50 | \$15.40 | \$15.40 | \$15.40 |
| Step 50 | Next 800 hours | \$14.60 | \$14.60 | \$15.50 | \$15.50 | \$15.50 |
| Step 60 | Next 800 hours | \$14.70 | \$14.70 | \$15.60 | \$15.60 | \$15.60 |
| Step 70 | Next 800 hours | \$14.80 | \$14.80 | \$15.70 | \$15.70 | \$15.70 |
| Step 80 | Next 800 hours | \$14.90 | \$14.90 | \$15.80 | \$15.80 | \$15.80 |
| Step 90 | Next 800 hours | \$15.00 | \$15.00 | \$15.90 | \$15.90 | \$15.90 |
| Step 100 | Next 800 hours | \$15.10 | \$15.10 | \$16.00 | \$16.00 | \$16.00 |
| Step 110 | Next 800 hours | \$15.20 | \$15.20 | \$16.10 | \$16.10 | \$16.10 |
| Step 120 | Next 600 hours | \$15.30 | \$15.30 | \$16.20 | \$16.20 | \$16.20 |
| Step 500 | Thereafter | \$17.17 | \$17.72 | \$18.27 | \$18.82 | |

| | | | | | | |
|------------------|--|---------|---------|---------|---------|---------|
| | | \$15.20 | | | | |
| First 1000 hours | | \$15.30 | \$15.30 | \$15.30 | \$15.30 | \$15.30 |
| Next 1000 hours | | \$15.40 | \$15.40 | \$15.40 | \$15.40 | \$15.40 |
| Next 800 hours | | \$15.50 | \$15.50 | \$15.50 | \$15.50 | \$15.50 |
| Next 800 hours | | \$15.60 | \$15.60 | \$15.60 | \$15.60 | \$15.60 |
| Next 800 hours | | \$15.70 | \$15.70 | \$15.70 | \$15.70 | \$15.70 |
| Next 800 hours | | \$15.80 | \$15.80 | \$15.80 | \$15.80 | \$15.80 |
| Next 800 hours | | \$15.90 | \$15.90 | \$15.90 | \$15.90 | \$15.90 |
| Next 800 hours | | \$16.00 | \$16.00 | \$16.00 | \$16.00 | \$16.00 |
| Next 800 hours | | \$16.10 | \$16.10 | \$16.10 | \$16.10 | \$16.10 |
| Next 800 hours | | \$16.20 | \$16.20 | \$16.20 | \$16.20 | \$16.20 |
| Next 600 hours | | \$16.30 | \$16.30 | \$16.30 | \$16.30 | \$16.30 |
| Thereafter | | \$17.17 | \$17.72 | \$18.27 | \$18.82 | |

| | | CA | Upon | | | | |
|-------------------|--------------------|---------|--------------|---------|---------|---------|---------|
| | | CURRENT | Ratification | 2021 | 1/1/22 | 6/12/22 | 6/11/23 |
| FUEL CLERK | | | | | | | |
| Step 10 | First 800 Hours | \$14.20 | \$14.20 | \$15.20 | \$15.20 | \$15.20 | |
| Step 20 | Next 800 Hours | \$14.30 | \$14.30 | \$15.30 | \$15.30 | \$15.30 | |
| Step 30 | Next 1000 Hours | \$14.40 | \$14.40 | \$15.40 | \$15.40 | \$15.40 | |
| Step 500 | Exp Rate 2,600 hrs | \$14.50 | \$15.05 | \$15.50 | \$16.05 | \$16.60 | |

| | | LA | Upon | | | |
|-------------------|--|---------|--------------|---------|---------|---------|
| | | CURRENT | Ratification | 2021 | 6/12/22 | 6/11/23 |
| First 800 Hours | | \$15.20 | \$15.20 | \$15.20 | \$15.20 | \$15.20 |
| Next 800 Hours | | \$15.30 | \$15.30 | \$15.30 | \$15.30 | \$15.30 |
| Next 1000 Hours | | \$15.40 | \$15.40 | \$15.40 | \$15.40 | \$15.40 |
| Exp Rate 2,600 hr | | \$15.50 | \$16.05 | \$16.60 | \$17.15 | |

| UTILITY CLERK | | | | | | |
|----------------------|--------------------|---------|---------|---------|---------|---------|
| Step 10 | First 700 hours | \$14.10 | \$14.10 | \$15.10 | \$15.10 | \$15.10 |
| Step 20 | Next 700 hours | \$14.20 | \$14.20 | \$15.20 | \$15.20 | \$15.20 |
| Step 30 | Next 700 hours | \$14.30 | \$14.30 | \$15.30 | \$15.30 | \$15.30 |
| Step 500 | Exp Rate 2,100 hrs | \$14.40 | \$14.40 | \$15.40 | \$15.40 | \$15.40 |

| | | | | |
|-------------------|---------|---------|---------|---------|
| First 700 hours | \$15.10 | \$15.10 | \$15.10 | \$15.10 |
| Next 700 hours | \$15.20 | \$15.20 | \$15.20 | \$15.20 |
| Next 700 hours | \$15.30 | \$15.30 | \$15.30 | \$15.30 |
| Exp Rate 2,100 hr | \$15.40 | \$15.40 | \$15.40 | \$15.40 |

* Only entry rate associates shall receive a pay step increase as a result of the elimination of the first progression in applicable scales.
All other associates shall remain at their current wage with no hours reset.

Add New Contract Section – SAFETY COMMITTEE

Section 1. The Employer agrees that it will continue to provide a safe and healthy workplace and agrees to correct any unsafe condition or safety or health hazard to the extent reasonably possible. This includes the Employer's commitment to comply with all federal, state and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents properly brought to its attention and to the extent reasonably possible to promptly remedy all hazards and unsafe conditions its investigation reveals. The Employer will furnish, at its expense, all safety and protective equipment required by applicable laws and agency regulations.

Section 2. The Employer shall establish a Health and Safety Committee at each Food 4 Less store. The Committee shall include up to two (2) bargaining unit representatives chosen by the union from that store who shall be included in meetings and/or other activities of the Committee. Committee members shall be paid by the Employer for time spent at monthly Health & Safety meetings. The Employer may limit the time to two (2) hours per month. The committee may include up to two (2) company representatives as well.

Section 3. Committee members shall inspect facility conditions and bring any hazards or unsafe conditions to the Company's attention. Review and monitoring of the Employer's Disaster and Evacuation plan will be considered a function of the Committee. The Company agrees to correct hazards and unsafe conditions that Committee members bring to its attention promptly and to the extent reasonably possible.

Section 4. In the event an employee encounters an unsafe situation, the employee should first contact the person in charge or their store leader to make them aware of the situation. If no action is taken, or the supervisor's response is unacceptable to the employee, the employee may address their concern with the Committee.

Agrega Nueva Sección de Contrato – COMITÉ DE SEGURIDAD

Sección 1. El Empleador está de acuerdo en que continuará proporcionando un lugar de trabajo seguro y saludable, y acuerda corregir cualquier condición insegura o peligro de seguridad o salud en la medida de lo razonablemente posible. Esto incluye el compromiso del Empleador de cumplir con todas las leyes y regulaciones a nivel federal, estatal y local. El empleador acuerda investigar de manera inmediata todos los peligros, condiciones inseguras y accidentes propiamente presentados ante su atención y en la medida de lo razonablemente posible remediar pronto todos los peligros y condiciones inseguras que revele su investigación. El Empleador proporcionará, asumiendo el costo, todo equipo de seguridad y protección requerido por las leyes aplicables y regulaciones de las agencias correspondientes.

Sección 2. El Empleador establecerá un Comité de Salud y Seguridad en cada tienda Food 4 Less. El Comité incluirá hasta dos (2) representantes en la unidad de negociación elegidos por la unión de esa tienda quienes serán incluidos en reuniones y/o otras actividades del Comité. A los miembros del Comité se les pagará por parte del Empleador por el tiempo invertido en las reuniones mensuales de Salud y Seguridad. El Empleador puede limitar el tiempo a dos (2) horas por mes. El comité también puede incluir hasta dos (2) representantes de la compañía.

Sección 3. Los miembros del Comité inspeccionarán las condiciones de las instalaciones e informarán a la Compañía sobre cualquier peligro o condiciones inseguras. La revisión y monitoreo del plan de Desastre y Evaluación del Empleador será considerado una función del Comité. La Compañía acuerda corregir peligros y condiciones inseguras que los miembros del Comité reporten pronto y en la medida de lo razonablemente posible.

Sección 4. En caso de que un empleado encuentre una situación insegura, el empleado debe contactar a la persona a cargo o a su líder de la tienda para hacerles saber sobre la situación. Si no es tomada ninguna acción, o la respuesta del supervisor es inaceptable para el empleado, el empleado puede presentar su preocupación ante el Comité.