

MAX FOODS AGREEMENT

between

ALBERTSON'S, INC.

and

UNITED FOOD & COMMERCIAL  
WORKERS UNION

Locals 135, 324, 1036, 1167, 1428, and 1442

~~OCTOBER 9, 2000 — OCTOBER 3, 2004~~  
**OCTOBER 4, 2004 -- OCTOBER 7, 2007**

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## PREAMBLE

This Agreement, entered into this ninth ~~(9<sup>th</sup>)~~ (4<sup>th</sup>) October 2000 **2004** between Albertson=s, Inc. (hereinafter referred to as Athe Employer@), and United Food and Commercial Workers Union, Locals 135, 324, **770**, 1036, 1167, 1428, and 1442 (hereinafter referred to as “the Union”), is the sole contract between the parties and no oral understanding shall serve to amend this Agreement unless incorporated herein.

### SECTION 1 - RECOGNITION, APPLICATION, HIRING AND UNION SECURITY

1.1 Recognition. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all Warehouse Clerk, Journeyman and Apprentice Meat Cutter hired on or after January 3, 1994, General Clerk, Meat Clerk hired on or after January 3, 1994, Service Delicatessen/Tortilleria/Bakery Clerk and Utility Clerk employees hired by the Employer on and after January 3, 1994, but excluding office clerical employees, confidential employees, store director, assistant store director, third (3rd) person, and fourth (4th) person, front end manager, guards and supervisors as defined in the National Labor Relations Act, as amended, employed in Max Foods stores. No third (3rd) person or fourth (4th) person already in a third (3rd) person or a fourth (4th) person position on January 3, 1994 shall be required to leave the bargaining unit involuntarily. No front end manager already in such a position on October 7, 1996 shall be required to leave the bargaining unit involuntarily. **The Pharmacy Manager is an excluded position; however, no Pharmacy Manager hired prior to the date of ratification shall be required to leave the bargaining unit involuntarily.**

1.1.1 Pharmacy Department: Pharmacists and pharmacy technicians employed in pharmacy departments in Max Foods stores shall be governed by terms and conditions that are identical to those set forth in Appendices E and F of the Retail Food and Meat Agreement.

1.2 Application of this Agreement. The Employer may apply this Agreement to employees hired on or after January 3, 1994 in Max Foods stores which operate under the following structure:

Warehouse Store Definition. ~~Effective October 7, 1996, a~~ A retail market meeting the following criteria shall be subject to the Southern California Max Foods Warehouse Stores Agreement=s wages and working conditions:

1.2.1 A newly built, acquired and/or converted store of a size equal to or greater than forty-five thousand (45,000) square feet. In the case of acquired or converted locations, the Union will not unreasonably deny the Employer=s request to allow the application of a warehouse format to a location smaller than forty-five thousand (45,000) square feet. Such request will be evaluated based upon business conditions, location, competition and other relevant considerations. This provision shall have no application to Max Foods stores subsisting or under lease on the effective date of this Agreement.

1.2.2 Absence of service departments offering products or services of a nature typically offered by supermarket-type operations, except for those expressly authorized by the Union, **such as tortillaria, prepared and/or hot foods and service meat**, and/or emplaced pursuant to Section 1.2.2 hereof.

1.2.3 Warehouse-type racking utilized in at least eighty percent (80%) of the grocery department.\*

1.2.4 "S.K.U." count not exceeding seventy percent (70%) of conventional supermarket subject to the Southern California UFCW/Albertson=s Retail Food and Meat Agreement (1999-2003).

1.2.5 Seventy-five percent (75%) of grocery department\* items displayed for sale in cut cases.

1.2.6 Checkstands shall include two (2) "takeaway lanes@ for customer bagging.

1.2.7 Employees will not bag groceries, except in emergencies and in situations where the customer is unable to do so.

1.2.8 Every-day low pricing - acceptance of double coupons is prohibited.

1.2.9 Signage and decor on the walls of the warehouse store must be paint, styrofoam, plastic lettering or of other simple and inexpensive material only. Floors must be cement in future newly constructed locations.

1.2.10 The Employer will have thirty (30) days from the receipt of written notice from the Union of non-compliance with any of the provisions listed in this Section to achieve compliance with such provisions.

1.2.11 Should the format of any Max Foods store be modified from a warehouse store to any other format (i.e., conventional), the contract for that location shall be immediately substituted with the appropriate contract for the new format (i.e., Retail Food and Meat Agreement). In the event of a dispute between the parties regarding whether or not the store meets the warehouse definition, the matter may be submitted to expedited arbitration. Arbitrations regarding this matter shall be heard by an arbitrator within thirty (30) days of the demand for arbitration and a decision shall be rendered within thirty (30) days after the record is closed. The arbitrator=s authority in these cases, shall be limited to determining whether or not the store meets the Warehouse definition and which contract is appropriate.

\*Frozen Foods shall not be considered to be part of the Grocery Department for the purpose of meeting this criterion.

1.3 Leased Departments. The Employer agrees that prior to introducing a Leased Department to its warehouse stores, it will provide the Union with adequate advance notice and negotiate with the Union regarding the following appropriate matters: 1) Whether or not the products or services to be offered by that Leased Department are of a nature already covered under the terms of this collective bargaining agreement; 2) If that Leased Department is appropriate within the warehouse format; and 3) If appropriate, what conditions and/or limitations should apply to that lease operation in reference to work performed by employees of the Employer.

In the event of a dispute regarding Leased Departments, such dispute shall be submitted to expedited arbitration. Arbitrations regarding these matters shall be heard by an arbitrator within thirty (30) days of the demand for arbitration and the decision shall be rendered within thirty (30) days after the record is closed. The arbitrator=s authority in these matters shall be limited to deciding: 1) whether or not the products or services to be offered by the Leased Department are of a nature already covered under the terms of this collective bargaining agreement; 2) if the Leased Department being proposed is appropriate within the warehouse format; and, 3) if appropriate, what conditions and/or limitations

should apply to the proposed lease operation in reference to work performed by employees of the Employer.

1.4 The Employer shall not convert any conventional Albertson=s store to a Max Foods store, other than the nineteen (19) stores currently classified as Max Foods stores, prior to October 1, 1994. The Employer may convert no more than a total of nine (9) conventional Albertson=s stores to Max Foods stores during the term of this Agreement unless the Employer obtains the Unions= consent to convert more stores. All employees employed in conventional Albertson=s stores at the time of any such conversion (hereinafter referred to as “Conversion Employees”) shall be guaranteed all contractual rights, guarantees, benefits and protections provided to employees in Max Foods stores hired before January 3, 1994. If during the term of this Agreement a Max Foods store is converted by the Employer to a conventional Albertson=s store, all employees who remain or are hired into that store will be subject to the terms of the 1993-1996 Albertson=s Food Agreement, will be credited with all company seniority, and will be placed in the progression step providing the next higher contractual straight time hourly rate of pay under the 1993-1996 Albertson=s Food Agreement.

1.5 The Employer agrees that should it establish, operate or obtain any new or additional warehouse food stores, this Agreement shall be applied to such facility or facilities on the date of a cross-check of authorization cards certifying one of the Local Unions as the collective bargaining agent of such employees. The Employer may temporarily transfer any employee covered by this Agreement to a new facility either just prior to or subsequent to its opening for the purpose of insuring the establishment of an efficient operation. No such temporary transfer may exceed five (5) weeks and any such temporarily transferred employee shall continue to be covered by all terms and conditions set forth in this Agreement. Transfers, either temporary or permanent, shall not require an employee to travel one (1) way more than twenty-five (25) miles between the employee=s residence and the new location.

1.6 Work Performed. None other than employees covered by this Agreement shall be permitted to serve the trade in the cutting and sales of meat in meat departments or meat markets, except during the lunch period in markets where only one (1) journeyman is on duty, said lunch period not to exceed one (1) hour in length. This clause shall not apply to the owners of the meat markets. No one shall be considered a partner or working owner unless he has a substantial proprietary interest in the market.

The Union shall have jurisdiction over all meats that are not cut or prepared for immediate human consumption, including package items of fresh, frozen and smoked meats, fresh or frozen fish, poultry and rabbits.

Except as set forth below, it is agreed that all fresh unfrozen meat shall be cut, prepared, fabricated and wrapped on the premises. With regard to beef, veal, lamb, and/or pork in carcass form, it is agreed that an exception will be made and the same may be broken down into primal cuts such as rounds, ribs, chucks, plates and loins and subprimal cuts off the premises, but said primal cuts and subprimal cuts shall be reduced to retail cuts on the premises. It is further agreed that:

Lamb, offal, beef rib bones, short ribs, neck bones, shanks, and stew beef need not be cut on the premises.

All fresh pork (not to exceed 50% of the gross pork tonnage per store) need not be cut on the premises.

With regard to presliced bacon, dissected and prefabricated fowls, ground beef and pork sausage in casings, fish and/or rabbits, along with all seasoned and/or smoked meats, frozen meats, or combination 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, or smoked sausages, shall be handled, displayed, dispensed and offered for sale by employees covered by this Agreement.

1.7 Whenever the words “employee” or “employees” are used in this Agreement, they designate only such employees as are covered in this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

1.8 Hiring New or Additional Employees. No employee in a particular job classification may be hired under this Agreement until all laid off employees hired before January 3, 1994 in the comparable job classification have been recalled from their layoffs. When new or additional employees are required, the Employer may notify the Union of the number and classification of employees needed and the Union shall have twenty-four (24) hours to refer qualified applicants for the vacancies to be filled. Selection by the Union of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, nonmembership in the Union, Union membership, Bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or rules. The Employer reserves the right to reject any job applicant referred by the Union and said rejection shall not be subject to grievance and arbitration provisions provided for herein. If the Union is unable to refer applicants satisfactory to the Employer within the time limits specified above, the Employer may hire from any and all outside sources.

1.8.1 Notification to Union. The Employer agrees to notify the Union, in writing, within fourteen (14) days from the date of hire or termination of any employee subject to this Agreement. Such notification shall include the name of such employee, mailing address, social security number, store number, the position for which employed, the date of employment or termination and the employee=s rate of pay.

The Employer agrees to notify the Union, in writing, within fourteen (14) days from the date of a Utility Clerk=s, General Clerk=s, Meat Clerk or Service Deli/Tortilleria/Bakery Clerk=s promotion to a higher classification. Such notification shall include the employee=s name, social security number, store number, classification promoted into and date of promotion.

1.9 Union Security. It shall be a condition of employment that all employees shall remain members of the Union and all new employees shall become members of the Union on the thirty-first (31st) day following the commencement of their employment, or the effective date of this Agreement, whichever is later. Tender of the Union=s periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining such membership shall, for the purposes of this Section, be considered membership in the Union. In the event that an employee has failed to meet or maintain these membership requirements, the Union shall certify to both the Employer and to the said employee in writing, of the employee=s failure to meet said obligations. If the employee has not tendered the dues or initiation fees owed within seven (7) calendar days after such certification, the employee shall be terminated.

1.10 Initiation fees, Dues and Political Contributions. Employer agrees to deduct initiation fees, dues and political contributions from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of one (1) year, or until the expiration date of this Agreement, or until the employee is no longer eligible for Union

membership. Each Local Union shall decide the initiation fee and dues structures for the lifetime of this Agreement. Upon mutual agreement, employees may elect payroll deductions for deposits or payments to a federally chartered credit union.

1.11 Weekly Deductions. Such dues deductions shall be made in equal weekly amounts by the Employer from the wages of employees and will be transmitted to the Union no later than the fifteenth (15th) day of the month after such deductions are made, unless such deductions are unable to be made because of equipment breakdown or acts of God. Deductions for initiation fees shall be made upon the direction of the Union and at a frequency to be prescribed by the Union.

1.12 Employee Authorization. No deductions will be made from the wages of any employee until the Employer has received a signed copy of the voluntary written authorization for such deductions.

1.13 Union Indemnification. The Union hereby indemnifies and defends the Employer and holds it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Section, or in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

1.14 Bulletin Board: The Union may supply each store with one (1) bulletin board not to exceed two (2) feet by three (3) feet in size for the purpose of posting notices involving official Union business. Bulletin boards shall not be used to post notices of a political or adversarial nature. The utilization of this program shall be coordinated by the Employer's Labor Relations Department. The bulletin boards shall be placed in a non-sales area designated by the Employer but one generally frequented by all employees. Notices shall be posted by designated representatives of the Union.

1.15 Stewards: The Company recognizes the right of the Local Union to appoint one (1) steward per store. The Union will notify the labor relations department of the names and store number of the stewards. Upon two (2) weeks notice to the Company labor relations department, said steward will be scheduled off and paid, at the employee's daily straight-time rate based on the average daily hours worked in the pay period preceding, not to exceed eight (8) hours, to attend one (1) one (1) day stewards= training seminar per calendar year. Full-time employees will be paid eight (8) hours. The parties agree that such time shall not be considered time worked for purposes of overtime, benefit contributions or other incidents of Atime worked@.

One (1) steward per store, who shall be designated by the Union, will not be subject to the provisions of Article 3.5 and 3.5.1 of this Agreement.

1.16 Journeyman on Duty. There shall be at least one (1) Head Meat Cutter or Journeyman Meat Cutter scheduled at the store for one (1) eight (8) hour shift to be worked within a nine (9) hour period on each day that the meat department is open and products are offered for sale.

## SECTION 2 - MANAGEMENT RIGHTS

2.1 Unless expressly provided otherwise in this Agreement, the Employer shall retain all rights of management and direction of its work force, including but not limited to the establishment of working conditions, the right to direct the work force, to select and determine the content of job classifications, to hire, transfer, promote, suspend, discipline, and discharge employees, establish and change work schedules and assignments, lay off employees for lack of work, expand or diminish

services, establish production standards, determine the need and number of supervisors, and control the process to be employed.

2.2 The Union recognizes the unilateral right of the Employer to establish working rules as the Employer may deem necessary, provided that such rules are not in direct conflict with the terms and conditions of this Agreement. Said rules shall be in writing, made available to the employees or conspicuously posted and a copy sent to the Union.

### SECTION 3 - SENIORITY

3.1 Definition. Seniority is defined as length of service with the Employer and shall be computed from the initial date of employment, or reemployment in the case of a break in service, in the bargaining unit covered by this Agreement. It is recognized that the affected employees must possess the necessary ability and qualifications to perform the work when they assert their seniority rights under these provisions.

3.1.1 Within classifications as listed in Appendix A, seniority shall date from the day of assignment to that classification, regardless of hours worked. Such seniority within classifications shall be applied to the areas of layoff and additional hours.

3.1.2 When an employee is promoted, he starts a new seniority date for that classification. For layoff purposes, he can bump back to his former classification carrying with him his total seniority. Company seniority is retained for vacation purposes. Thus, the seniority date of each employee commences with the date of hire with the Company; however, when that employee moves to a new classification his seniority will date, for seniority purposes within that classification, as the first (1st) date of his appointment to such new classification.

3.1.3 When an employee is assigned from one classification of work to another, the seniority acquired within the store and the Company shall be retained, and new seniority in the new classification shall commence as of the time of such assignment. Such assignment shall not be made for the purpose of displacing another employee. Should a layoff occur where the newly assigned employee is to be replaced, such employee shall be permitted to reclaim the position formerly vacated, or whatever equivalent position entitled to by the combined seniority in the old and new classifications.

3.1.4 When a Meat Clerk is promoted to the apprenticeship program, he starts a new seniority date to be retained during the full period of the apprenticeship. For layoff purposes, he can bump back to the Meat Clerk classification carrying with him his total seniority. Company seniority is retained for vacation purposes. Thus, the seniority date of each employee commences with the date of hire with the Company; however, when that employee moves into the apprentice program his seniority will date, for seniority purposes as an apprentice, as the first (1st) date of his appointment to the apprenticeship program.

3.2 Probationary Employees. An Employee shall not acquire seniority rights until he has been employed by the Employer for a period of sixty (60) calendar days on a regular and continuous basis. An employee shall, for this sixty (60) day period, be considered as a probationary employee and may be terminated at will by the Employer without recourse by such employee or the Union to the grievance procedure. Probationary employees shall not be eligible for holiday pay benefits until such time as their probationary period is completed. Successful completion of the sixty (60) day probationary period will result in the employee's seniority date being considered his initial date of employment and

all hours worked during the probationary period shall be credited to the length of service computations required for various fringe benefits provided for herein.

3.3 Application. In the reduction of forces due to slackness of work, the least senior employee in the classification in which the Employer is reducing the work force shall be the first (1st) laid off and in rehiring, the last employee laid off in the classification in which the Employer is rehiring shall be the first (1st) rehired until the list of current employees is exhausted. For purposes of this Section, classifications shall include Meat Cutters, Meat Clerks, Warehouse Clerks, General Clerks, Service Deli/Tortilleria/Bakery Clerks and Utility Clerks. Separate lists of all such classifications shall be maintained for employees.

3.3.1 Notwithstanding anything in this Agreement to the contrary, it is recognized that business conditions may require reduction of hours and/or layoffs of employees. All employees hired on or after January 3, 1994 in the Company District shall be laid off or otherwise terminated before any employee hired before January 3, 1994 or any Conversion Employee is: (a) laid off unless the laid off employee has refused to exercise bumping rights over the least senior employee within his classification within twenty-five (25) miles of his home or, if there is not less senior employee within twenty-five (25) miles of his home, in the Company District; or (b) required to reduce his hours below the average monthly hours the employee worked during the period October 4, 1992 through October 3, 1993 (or, in the case of Conversion Employees, the one (1) year period immediately preceding the store=s conversion). For purposes of this Section, average hours worked will be determined by dividing the number of hours worked by an employee (or paid for as vacation periods, jury duty, and holiday absences, up to a maximum of forty (40) in a given week) between October 4, 1992 and October 3, 1993, by fifty-two (52) weeks, less any full week(s) when the employee was on a leave of absence or sick leave. A protected employee=s hours may vary on a weekly basis during any one (1) month (applicable four (4) or five (5) weeks) but may not fall below the average hours floor for the month (four (4) or five (5) weeks multiplied by the weekly average hours) unless all employees hired on or after January 3, 1994 are not working in the job classification and the store in a workweek.

3.3.2 In laying off an employee, other than during the probationary period, the Employer agrees to abide by the seniority rule in the following precedence: Seniority in the store, seniority in the Company District if the Company has established and notified the Union of such bona fide Company District. The Company will advise the Union of its Company Districts and any realignments thereof. If the Company does not have districts or in the case of meat department employees (Meat Cutters and Meat Clerks), seniority shall be on a Company-wide (Max Foods) basis within the Local Union=s geographical jurisdiction.

3.3.3 The least senior full-time employee(s) within an affected classification who is being reduced in hours or laid off from work in his store, may displace the least senior full-time employee in the same classification within twenty-five (25) miles of his place of residence within the Company District in which he is employed, or in the case of a Meat Cutter and Meat Clerk, within the geographical jurisdiction of the Local Union. If such employee does not have sufficient seniority to displace the least senior full-time employee within the twenty-five (25) miles within such district, he may bump the least senior full-time employee in his classification within such Company District in which he is employed or in the case of a Meat Cutter and Meat Clerk such employee may bump the least senior full-time employee in his classification Company-wide (Max Foods) within the geographical jurisdiction of the Local Union.

3.3.4 The least senior full-time employee within the affected classification who is being displaced by the procedure in Section 3.3.3 above, may bump the least senior full-time employee

in his classification within the Company District or the geographical jurisdiction of the Local Union whichever is applicable. If the affected employee is the least senior within the Company District, he shall be reduced to part-time within his own store or laid off based on seniority.

3.3.5 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 the Company District or in the case of meat employees, Company-wide (Max Foods) within the geographical jurisdiction of the Local Union in the same manner as set forth in Section 3.3.3 and 3.3.4 above. If the affected part-time employee is the least senior within the Company District, he shall be laid off and shall have no bumping rights.

3.3.6 Max Foods= meat employees hired on or after January 3, 1994 will not be entitled to bump any employee working in an Albertson=s conventional store.

3.3.7 The Employer will give the Union at least thirty (30) days written notice of their intentions to permanently close a store.

3.4 Reinstatement. The last employee(s) laid off, by reason of slackening of business, shall be given the first (1st) opportunity to reinstatement in the former position, if said employee presents himself for work within ninety-six (96) hours, excluding Saturday and Sunday, from the postmarked date of a certified or registered letter to the employee=s last known address, and such letter shall state that failure of such employee to present himself within the ninety-six (96) hour period shall cancel his seniority. Failure of such employee to present himself within ninety-six (96) hours shall cancel his seniority.

3.5 Operational Transfer. It is recognized that to meet the necessities of the business or to advance the Employer=s equal employment opportunity program, transfer of employees, either within the geographical jurisdiction of a Union party to this Agreement or from the jurisdiction of one such Local Union to another such Local Union may be required. In such cases where such transfer is effected by the Employer, the transferred employee will carry to such employee=s new assignment all seniority, as defined above, acquired in the employ of the Employer. Transfers referred to in this Section shall not require an employee to travel one (1) way more than twenty-five (25) miles between the employee=s residence and the new location.

3.5.1 An employee may refuse an operational transfer only if it is over twenty-five (25) miles from his place of residence; provided, however, that the employee is protected inasmuch as the operational transfer provisions shall not be applied in an arbitrary, capricious, or discriminatory manner, or for disciplinary purposes, and shall not be utilized as a device for creating hardship to the employee in order to force or provoke resignation.

3.6 Additional Hours. A part-time employee may, within classification, claim a schedule with more hours from a less senior part-time employee, when one becomes available in the store in which said employee is employed, based on seniority rights and the ability to perform the work claimed. No part-time employee can claim the hours from employees who are either full-time or designated as Produce Manager, Receiver, or Night Crew Leader. Based on their skill, qualifications and ability, Max Foods= Food Clerks hired prior to January 3, 1994 and Conversion Employees classified in the Food Clerk position may claim a weekly work schedule with more hours of Warehouse Clerks or General Clerks hired on or after January 3, 1994. Based on their skill qualifications and ability Max meat department employees hired prior to January 3, 1994 and conversion employees may claim a weekly

work schedule with more hours of any Max meat department employees in their store hired on or after January 3, 1994.

3.6.1 Grievances pertaining to Section 3.6 above, shall be filed in writing with the Employer within forty-eight (48) hours of the posting of the work schedule. Grievances not filed within this time limit shall be deemed null and void for the week that was scheduled or any prior week.

3.7 Seniority Breaks. Seniority shall be broken or terminated by: 1) voluntary termination; 2) discharge for cause; 3) layoff for a period of time equivalent to the employee=s seniority but in no event to exceed twelve (12) months; 4) nonoccupational disability in excess of six (6) months; 5) failure to report to work at the expiration of authorized leave of absence or vacation, unless an extension in writing is authorized in advance; 6) failure to report for work within three (3) working days; 7) an occupational disability in excess of twelve (12) months. However, upon request, the Employer shall review the circumstances of the occupational disability in light of the employee=s prior duties at the end of the twelve (12) month period and may grant an extension of up to six (6) months at its sole discretion. With respect to this latter provision, the parties recognize that occupational disability absences in excess of twelve (12) months would disrupt the Employer=s operation and there is no guarantee the former position would be available.

3.8 Promotions and Transfers. The Parties contemplate that employees employed within the Utility Clerk, General Clerk, Meat Clerk, Service Deli/Bakery Clerk or any other classification may desire to seek promotions or transfers into other areas within the store. In the event an employee is promoted into a new classification, said employee will be treated as a probationary employee within that new classification pursuant to Section 3.2 of this Agreement. An employee who is so promoted, but who is unable to perform the work of that classification to the satisfaction of the Employer as a probationary employee may return to his prior classification and wage rate without any loss of seniority in said classification. However, if an employee is terminated for conduct unrelated to a simple inability to perform work, said employee shall have no right to return to his prior classification and shall be considered terminated for all purposes. In the event an employee passes the probationary period within the new classification, his seniority date for purposes of layoff and recall shall be the date of assignment within the new classification. Employees transferred to a new store shall retain their seniority rights. Employees shall state their preference for transfer to a new location upon request by the Employer. Employees shall be selected for transfer by seniority in classification.

3.8.1 All permanent job vacancies in the Warehouse Clerk classification shall be handled on a store-by-store basis. General Clerks, Meat Clerks or Service Deli/Bakery Clerks in each store who have worked in their respective classification for a period of one (1) full year and are desirous of promotion and are otherwise reasonably qualified for promotional opportunity in accordance with this provision must file a semi-annual written request for promotion with their Store Manager during the first (1st) two (2) working weeks in January and July.

A General Clerk, Meat Clerk or Service Deli/Bakery Clerk who has made application shall be granted an available Warehouse Clerk position by seniority, provided they have the qualifications and availability to perform the required work. The employee selected for promotion to Warehouse Clerk under this provision shall be subject to the provisions of Section 3.8 above.

All permanent job vacancies in the Warehouse, General, Service and Meat Clerk classifications shall be handled on a store-to-store basis. Utility Clerks who have actually worked at least five hundred twenty (520) hours, and who are desirous of promotion, and who are otherwise reasonably qualified for promotional opportunity in accordance with this provision must file a semi-

annual written request for promotion with the Store Director during the first (1st) two (2) weeks of January and July.

It is not intended that this Section have any effect on the Employer=s right to transfer employees in any classification between stores.

3.8.2 Employees promoted to a higher rated classification of employment shall receive the next immediate higher rate of pay in the classification to which they were promoted until such time as the employee accumulates sufficient actual total credited experience hours in that new classification to entitle him to the next higher contractual straight-time hourly rate of pay for such classification.

3.8.3 Transfers to Conventional Stores.

(a) Employees Hired on or after January 3, 1994. No employee covered by this Agreement hired on or after January 3, 1994 may be transferred to a conventional Albertson=s store.

(b) Employees Hired before January 3, 1994 and Conversion Employees. Employees hired before January 3, 1994 and Conversion Employees may decline transfer to a conventional Albertson=s store, and employees in conventional Albertson=s stores may decline any transfer to a Max Foods store. If an employee is transferred from a Max Foods store to an Albertson=s conventional store, he carries his hire and classification seniority credit with him. All former General Merchandise Clerks who are transferred to conventional Albertson=s stores from Max Foods stores will be given the right to elect a reduction to the General Merchandise Clerk classification at the applicable General Merchandise Clerk rate of pay. No employee in an Albertson=s conventional store to which a Max Foods store employee is transferred shall be displaced or reduced in hours as a direct result of the transfer. The Employer will not directly use transfers of either Max Foods store employees or conventional Albertson=s store employees as a subterfuge to displace or reduce the hours of conventional Albertson=s store employees. Employees will not be transferred from a Max Foods store to a conventional Albertson=s store except as a result of a valid vacancy based upon attrition (e.g., termination, quit, promotion, retirement). The Employer may continue to temporarily assign Max Foods store employees hired before January 3, 1994 and Conversion Employees to other stores as it has in the past.

(1) Newly Built or Acquired Stores. All open positions (except Clerk=s Helper, Janitor, Assistant Store Director and Store Director) in newly built or acquired conventional stores will be posted in all Max Foods stores within all Union geographical jurisdictions at least ten (10) days prior to the opening of such Albertson=s conventional store. Max Foods employees hired prior to January 3, 1994 and Conversion Employees who express a desire in writing to the Division Office to be interviewed for a specific position in a newly built or acquired Albertson=s conventional store will be interviewed and given preference over non-Albertson=s employee applicants for available jobs in the new store based upon their attendance and disciplinary records, provided they have the skill and ability to perform the work required. The 1995-1999 Albertson=s Food and Meat Agreement will apply to the transferees from Max Foods stores.

(2) Existing Stores. All vacant positions in existing Albertson=s conventional stores (except Clerk=s Helper, Janitor, Assistant Store Director and Store Director) will be posted in all Max Foods stores within all Union geographical jurisdictions at least five (5) days prior to filling such position. Max Foods employees hired prior to January 3, 1994 and Conversion Employees

may apply for available job openings in an Albertson=s store based upon attrition of Albertson=s store employees. Such Max Foods employees will be given a preference over non-Albertson=s applicants for available jobs in the conventional stores based upon their attendance and disciplinary records, provided they have the skill and ability to perform the work required.

3.8.4 The parties shall meet annually to review the rate of movement and to discuss methods of improving movement of employees hired before January 3, 1994 and Conversion Employees from the Max Foods format stores to conventional Albertson=s stores.

#### SECTION 4 - HOURS OF WORK AND OVERTIME

4.1 Full-Time Employee. A full-time employee is defined as one who is hired to work at least forty (40) hours per week [five (5) eight (8) hour days] or who works at least forty (40) hours a week [five (5) eight (8) hour days] in sixteen (16) consecutive weeks. Holidays not worked but paid for and vacations taken in full week increments shall not interrupt the sixteen (16) consecutive week requirement set forth in this Section. A specific individual=s assignments to temporary vacancies caused by vacations, illness, injury, or leave of absence shall neither count toward nor interrupt the aforesaid accumulation of the sixteen (16) consecutive weeks. **With the exception of Meat Cutters, the accumulation of sixteen (16) weeks, as defined above, must be worked in a single store unless it is with the prior knowledge of the employee=s home store manager or zone manager.** Such full-time employee is guaranteed a minimum of five (5) eight (8) hour days= work, when said employee works as scheduled.

4.2 Part-time Employee. A part-time employee is defined as one who works less than forty (40) hours per week. Part-time Warehouse Clerks, General Clerks, Meat Clerks, apprentice Meat Cutters and Service Deli/Tortilleria/Bakery Clerks will be guaranteed twenty (20) hours of work per week and any such employee scheduled shall be guaranteed four (4) hours= work per day. **Part-time Warehouse Clerks, General Clerks, Meat Clerks and Service Clerks hired prior to the date of ratification will be guaranteed twenty-four (24) hours per week and any such employee shall be guaranteed four (4) hours= work per day. Utility Clerks hired prior to the date of ratification upon promotion to a higher classification shall be guaranteed twenty-four (24) hours per week and any such employee shall be guaranteed four (4) hours= work per day.** Utility Clerks will be guaranteed sixteen (16) hours of work per week and any such employees scheduled shall be guaranteed four (4) hours work per day. Part-time Meat Cutters will be guaranteed twenty-four (24) hours of work per week and any such employee scheduled shall be guaranteed eight (8) hours work per day. Part-time employees shall not be hired to replace or avoid hiring full-time employees.

4.3 Workweek. The regular workweek shall commence on Monday and run through Sunday. Forty (40) hours shall constitute a normal workweek to be performed within any five (5) day period.

4.3.1 Full-time Workweeks. The Parties Letter of Understanding regarding full-time workweeks shall be incorporated as part of this Agreement, attached hereto as Appendix **B D**. A given store=s “sales per week,” **excluding fuel sales**, shall be its average weekly sales volume for the twenty-six (26) week period directly preceding the stated effective date of the annually-established quotient of forty (40) hour workweeks for that store.

4.4 Starting Times and Schedules. The parties expressly recognize that starting times must be staggered for various shifts due to the demands of the business. The Employer retains discretion to set such starting times and to schedule employees so as to fit its staffing requirements. Work schedules

for all employees of various departments shall be posted by the Employer by 3:00 p.m. on Fridays for the following week, specifying start and finish of shifts and including surname and first (1st) initial of each employee on the schedule. If the work schedule within any day is changed after Friday without reasonable cause, the matter may be subject to the grievance procedure. An employee shall be guaranteed pay for the specific days in a workweek upon which he is scheduled to work. It shall be the responsibility of each employee to check his work schedule.

4.5 Holiday Pay. Two and one-half (22) times the hourly rate shall be paid for each hour worked on a holiday as defined herein. **Two (2) times the hourly rate will be paid for time worked on a holiday for employees hired on or after the date of ratification.**

4.6 Overtime. Overtime shall be paid at the rate of one and one-half (12) times the regular hourly rate for all work performed in excess of forty (40) hours in any calendar week, or in excess of eight (8) hours in any one (1) day. There shall be no pyramiding of overtime. No Meat Clerk or Meat Cutter shall be required to work seven (7) consecutive days in the workweek; however, in the case of emergency work performed on the seventh (7th) day in the workweek, double time or two (2) times the employee=s regular rate shall be paid.

4.7 Breaks and Meal Period. A meal period of sixty (60) minutes will be granted each shift in excess of six (6) hours but will not be considered part of the regular workday or compensated for. By mutual consent, the meal period may be reduced to thirty (30) minutes. All Employees working four (4) hours per day shall receive one (1) ten (10) minute rest period. All employees working more than four (4) hours and up to and including six (6) hours per day shall receive one (1) fifteen (15) minute rest period. All employees working more than six (6) hours per day shall receive two (2) ten (10) minute rest periods.

4.7.1 The meal period shall normally begin no earlier than the third (3rd) hour and no later than the fifth (5th) hour of that day=s scheduled work shift.

4.8 Pay Day. Employees= paychecks will be available on a weekly basis no later than 3:00 p.m. on Friday.

4.9 Sunday Premium. All employees except Utility Clerks scheduled to work on Sunday shall receive a premium of time and one-half (12). **Effective January 2, 2006, all employees hired prior to the date of ratification shall be paid in accordance with the wage schedule in Appendix C.**

**4.9.1 All employees, except for Utility Clerks, hired on or after the date of ratification shall be paid a one dollar (\$1.00) per hour premium for all time worked on Sunday.**

~~4.9.1—All Utility Clerks scheduled to work on Sunday who have been continuously employed by the Employer for more than six (6) months shall receive a premium payment of one dollar (\$1.00) per hour for each hour worked on the Sunday. All Utility Clerks scheduled to work on Sunday who have been continuously employed by the Employer for more than one (1) year shall receive a premium payment of time and one half (12) for each hour worked on the Sunday.~~

**4.9.2 All Utility Clerks hired on or after the date of ratification who have been continuously employed by the Employer for more than six (6) months will receive a premium payment of fifty cents (50¢) for each hour worked on Sunday. Utility Clerks hired prior to the date of ratification who have been continuously employed by the Employer for more than six (6)**

months shall receive a premium payment of one dollar (\$1.00) per hour for each hour worked on Sunday. All Utility Clerks who have been continuously employed by the Employer for more than one (1) year shall receive a premium of time and one-half (1½) for each hour worked on Sunday. Effective January 2, 2006, Utility Clerks hired prior to the date of ratification who have been continuously employed by the Employer for more than one (1) year shall be paid in accordance with the wage schedule in Appendix C.

**4.9.3** During the first year of the Agreement, and on a store-by-store basis, warehouse clerks and general clerks hired on or after the date of ratification may work on Sundays in a ratio not to exceed one (1) hour for every two (2) scheduled hours worked by warehouse clerks and general clerks hired prior to the date of ratification provided sufficient warehouse clerks and general clerks hired prior to the date of ratification are available and willing to work. Thereafter, until thirty (30) days prior to the expiration of the 2004-2007 Agreement, warehouse clerks and general clerks hired on or after the date of ratification may work Sundays in a ratio not to exceed one (1) hour for every one (1) scheduled hour worked by warehouse clerks and general clerks hired prior to ratification. Effective thirty (30) days prior to the expiration of the 2004-2007 Agreement, this ratio restriction will expire.

**4.10** Premium Pay. ~~All employees except Utility Clerks scheduled to work between the hours of 10:00 p.m. and 6:00 a.m. Monday through Saturday shall receive a night premium of fifty cents (50¢) per hour. Meat Clerks and Meat Cutters shall receive a fifty cent (50¢) per hour premium for hours worked between 7 p.m. and 6 a.m.~~ All employees except Utility Clerks hired prior to the date of ratification will receive a night premium of fifty cents (50¢) per hour worked between the hours of 10:00 p.m. and 6:00 a.m. All employees, except Utility Clerks, hired on or after the date of ratification will receive a night premium of twenty-five cents (25¢) per hour for hours worked between 10:00 p.m. and 6:00 a.m.

**4.11** Split Shifts. Employees will not be required to begin a shift within ten (10) hours of completing a shift.

## SECTION 5 - WORK RESTRICTIONS

**5.1** The parties expressly recognize that the efficient utilization of the warehouse concept in food and related product merchandising requires the coordination of outside suppliers, merchandisers, salesmen and in-store employees. No restrictions shall be placed on outside service merchandisers, service drivers, driver salesmen, salesmen or merchandisers who represent or otherwise handle products to be sold by the Employer. No bargaining unit employee shall be laid off or reduced in hours as a result of work being performed by any outside service merchandisers, service drivers, driver salesmen, salesmen or merchandisers. Demonstration work may, at the discretion of the Employer, be assigned to employees or subcontracted. During the term of this Agreement, the Employer agrees that no currently recognized department or major portion thereof shall be subcontracted or leased to others. Major departments shall be identified as Grocery, Produce, Meat and Front End.

**5.2** Warehouse Clerk. Warehouse Clerks under this Agreement will perform those duties related to the warehousing, pricing, stocking and handling of food, self-service deli, and non-food items.

**5.3** General Clerk. General Clerks may perform all duties in the store not otherwise specifically reserved to employees in other classifications, including but not limited to, operating cash register, performing point of sale coordination duties, and handling, stocking, and pricing all items displayed at the checkstand, and including books, magazines and tobacco products wherever located

within each store, and performing service booth duties. **General Clerks may perform all duties listed in Appendix E.**

5.4 Service Deli/Tortilleria/Bakery Clerk. Service Deli/Tortilleria/Bakery Clerks will perform those duties related to the pricing, stocking and handling of all items within the Service Deli/Tortilleria/Bakery Department. Service Deli/Tortilleria/Bakery Clerks may not perform duties specifically reserved to other classifications of employees. The Bakery Clerk classification shall be implemented only in stores equipped with an oven used in the preparation of bakery products for sale.

5.5 Utility Clerk. A Utility Clerk is an employee whose duties do not include any of the work of a Warehouse Clerk, General Clerk, Meat Cutter, Meat Clerk or Service Deli/Tortilleria/Bakery Clerk. Utility Clerks may be assigned to perform only clean-up work, cart collection, related front-end duties, baling and/or collection of cardboard and other refuse, and hanging advertisements or other related materials. If Utility Clerks are assigned to work in other classifications, they shall be paid at the appropriate rate of pay for that classification and all hours worked in the higher classification shall be credited to their progression steps.

5.5.1 Effective October 9, 2000, the maximum number of hours in any one (1) week, in any one (1) store, that Utility Clerks may work in a higher classification shall not exceed twenty percent (20%) of the total number of hours scheduled in the Utility Clerk classification for that week. In the event of a violation, the most senior part-time employee in the classification(s) in which the majority of that work was performed, shall receive pay for the number of additional hours that were worked over the twenty percent (20%) up to forty (40) hours. If any balance of hours remains then that balance shall be paid to the next senior part-time employee(s) in that classification until such balance is exhausted.

Three (3) violations of this provision in any one (1) store within any twelve (12) month period shall result in that store being prohibited from using Utility Clerks in a higher classification for a period of twelve (12) months.

Appropriate records will be kept for a minimum of six (6) weeks and made available at store level to Union Representatives, upon request. Grievances over this Section must be filed within six (6) weeks of the week in which the violation occurs.

5.6 A store having laid off, reduced in class, or reduced to part-time its Food Clerks, Warehouse Clerks, General Clerks, or Service Deli/Tortilleria/Bakery Clerks shall not, while such is the case, schedule the performance of such work by a Utility Clerk. Food Clerks, Warehouse Clerks, General Clerks and Service Deli/Tortilleria/Bakery Clerks will not be intentionally underscheduled to facilitate the use of Section 5.5 above.

~~5.7 A committee of Employers and Union Representatives shall be established for the purpose of meeting and exploring the development of an acceptable one (1) clerk classification.~~

~~5.8~~ 5.7 Meat Cutter. Meat Cutters will perform those duties requiring the knowledge and traditional skills of the trade in performing the initial reduction of primal and sub-primal cuts as may be delivered in that form to the retail store. They also shall perform the work of operating the large production grinder. A Meat Cutter may also perform any work in the meat department and shall perform such work as assigned.

~~5.9~~ 5.8 Meat Clerk. Meat Clerks will perform those duties in the meat, service deli and self service deli areas of the store not otherwise reserved to Meat Cutters in Section 5.8 above. 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; excluding production, may cut a steak or roast which has already been processed by a Meat Cutter to size in order to serve a customer; and modify and prepare a cut to suit a customer; use the slicing machine, cube steak machines, and small front end grinders. Meat Clerks working in service Meat Departments, shall receive a twenty-five cents (25¢) per hour premium in addition to their regular straight-time hourly wage rate pursuant to the side letter of October 2, 2000.

~~5.10~~ **5.9** Prior Experience. Meat Cutters who have achieved Journeyman status under the Retail Meat Agreement between the UFCW and the Food Employers Council in Southern California and who have actively worked full-time under that Agreement during the two (2) years prior to being employed by Max Foods shall be credited for such industry experience as follows:

~~5.10.15~~ **5.9.1** The first (1st) sixty (60) calendar days of employment (probationary period) shall be considered as warehouse orientation pay and shall be at the 4th Apprentice rate of pay.

~~5.10.2~~ **5.9.2** Upon successful completion of the probationary period such employees shall thereafter be paid the Journeyman rate of pay.

#### SECTION 6 - HOLIDAYS

6.1 The following days are recognized as paid holidays for qualifying employees:

New Year=s Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Three (3) personal holidays
Labor Day	

6.1.1 Employees who have one (1) or more years of service with the Employer on January 1st of each year of the contract shall be eligible for three (3) personal holidays that shall be observed by the employee during the calendar year in which they are earned. Employees shall give the Employer no less than two (2) weeks= advance written notice of the date(s) on which they wish to observe their personal holidays. Personal holidays may not be celebrated in the same week as any of the other contractual holidays except by mutual agreement between the employee and the Employer.

6.1.2 An employee who does not have one (1) or more years of service with the Employer as of January 1 of any year shall be eligible for personal holidays during the ensuing calendar year in accordance with the following procedures:

An employee who completes thirty (30) calendar days of employment during the first (1st) four (4) months of a calendar year shall be eligible for a personal holiday that shall be observed during that four (4) month period.

An employee who completes thirty (30) calendar days of employment during the second (2nd) four (4) months of the calendar year shall be eligible for a personal holiday that shall be observed during that four (4) month period.

An employee who completes thirty (30) calendar days of employment during the third (3rd) four (4) months of the calendar year shall be eligible for a personal holiday that shall be observed during that four (4) month period.

6.1.3 Personal holidays are expected to be scheduled and taken. In cases where an employee has been scheduled for a personal holiday, and the Employer cancels such holiday, the employees will receive holiday pay in accordance with the provisions of Section 4.5. Mutual rescheduling may be undertaken in lieu of holiday pay.

6.1.4 An employee who fails to take a personal holiday that he or she is contractually entitled to during a calendar year shall be paid for the personal holiday immediately following the end of the calendar year in which the personal holiday was earned. Hours of holiday pay that are paid in accordance with these provisions in lieu of a day off shall not be considered to be a day and/or hours worked for the purposes of computing weekly overtime under this Agreement.

6.2 A regular holiday workweek shall consist of the holiday itself and four (4) other eight (8) hour days. A full-time employee, not working on a holiday, shall receive eight (8) hours= pay for the holiday in addition to the pay specified in this Agreement for the other four (4) days referred to above. All time worked over the thirty-two (32) hours, exclusive of the holiday, shall be paid for at the rate of time and one-half (12) the employee=s regular rate of pay. A full-time employee scheduled to work on a holiday shall be guaranteed eight (8) hours= work on such holiday.

6.3 Regular part-time employees shall be entitled to pay in accordance with this Section only if said holiday falls on their scheduled workday or if such employee is scheduled for forty (40) hours= work during the holiday week. Holiday pay for any such regular part-time employee shall be computed by averaging the number of hours worked by the employee on the day of the week on which the holiday falls for the six (6) week period immediately prior to the holiday week. Work schedules shall not be changed for the purpose of avoiding holiday payments. The determining factor shall be the employee=s prior work schedules.

6.4. No employee shall receive pay for any holidays not worked unless such employee has reported for work on his regular working day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and the said day after said holiday is due to express permission from or action of the Employer, and also in case of certified illness, provided the employee has worked during the holiday week.

6.5 Hours worked on the above holiday shall be computed at two and one-half (22) times the employee=s regular hourly rate of pay as set forth in Appendix A. When a holiday occurs during a qualified employee=s vacation, he shall be paid for the unworked holiday in addition to his vacation pay. It is further understood that no employee is entitled to holiday pay for any holiday which falls after the employee=s termination date.

6.6 Work on Thanksgiving and Christmas. Work on these calendar days shall be purely voluntary, provided that if a store has insufficient volunteers to competently staff operational needs, it shall assign such work in inverse order of seniority to those fully qualified to perform needed functions.

**6.6 Holiday for Employees Hired on or After the Date of Ratification. Sections 6.1, 6.2, 6.4 and 6.5 of Section 6 do not apply to employees hired on or after the date of ratification. Set**

forth below are the only holiday provisions applicable to employees hired on or after the date of ratification.

**6.6.1** After an employee has worked six (6) months under the terms and conditions of this Agreement, he will be entitled to two (2) holidays: Thanksgiving and Christmas. After completing one (1) year of employment under this Agreement, the employee shall be entitled to one (1) more holiday, 4th of July. After completing eighteen (18) months of employment, under this Agreement, the employee shall be entitled to an additional holiday, Labor Day. After an employee has completed a second (2<sup>nd</sup>) year of employment under this Agreement, the employee shall be entitled to New Year's Day. After the employee has completed three and one-half (3½) years of employment under this Agreement, the employee shall be entitled to Memorial Day.

**6.6.2** In order for an employee to be paid for a holiday not worked, he must have completed his probationary period, have worked the scheduled workday immediately before, and the scheduled workday immediately following the holiday (unless his absence was expressly permitted by the Company), and must have worked during the payroll period in which the holiday occurred.

**6.6.3** All hours worked on a listed holiday shall be payable at the rate of double-time the employee's regular straight-time hourly rate of pay (includes holiday pay).

**6.6.4** New Year's Day, Christmas Day, and Thanksgiving Day shall be observed on the actual holiday. If any other holiday falls on a Saturday or Sunday, management may choose to observe the following Monday as the holiday."

## SECTION 7 - VACATIONS

7.1 Employees shall be entitled to annual vacation periods as follows, subject to the pro rata provisions of Section 7.2 and 7.3:

After one (1) year=s continuous employment, one (1) week paid vacation;

After two (2) years= continuous employment, two (2) weeks paid vacation;

After five (5) years= continuous employment, three (3) weeks paid vacation;

After fifteen (15) years= continuous employment, four (4) weeks paid vacation; and

After twenty (20) years= continuous employment, five (5) weeks paid vacation.

~~7.2 — Part time employees shall be entitled to a vacation benefit on a pro rata basis. Eligibility for vacation shall be computed from the original date of employment of the employee, unless in the interim, as specified in Section 3, the continuity of service has been broken, in which case eligibility shall date from the time of reemployment. In determining whether an employee qualifies for the full vacation benefit, holidays, vacation and used sick leave shall be credited as hours worked.~~

**7.2 Vacations for Employees Hired On or After the Date of Ratification. Section 7.1 and Section 7.3 of Section 7 do not apply to employees hired on or after the date of ratification.**

**The provisions set forth below are only vacation provisions applicable to employees hired on or after that date.**

**7.2.1 All employees shall receive a paid vacation in accordance with the following schedule:**

**One (1) week of vacation after completing one (1) year of service.**

**Two (2) weeks of vacation after completing three (3) years of service.**

**Three (3) weeks of vacation after completing seven (7) years of service.**

**7.2.2 Employees must work at least one (1) year to be eligible for any vacation entitlement.**

**7.2.3 Part time employees shall be entitled to vacation pay prorated on the basis of the average weekly straight-time hours worked during the preceding year to one thousand nine hundred forty (1,940) hours.**

7.3 Vacation pay for full-time employees shall be calculated on the basis of the employees' straight-time hourly rate times forty (40) hours, for each week of vacation eligibility. Employees who have worked less than one thousand eight hundred (1,800) hours in any year of continuous service shall have their vacation prorated on the basis of the average number of hours worked per week during the year of continuous service.

7.4 Vacations will normally be scheduled in minimum units of one (1) week. Vacations shall be taken during a time mutually agreed upon by the employee and the Employer after the annual anniversary date entitling an employee to such vacation. There shall be no accumulation of earned vacation time or pay from one (1) year to the next.

7.5 Seniority is to be considered in the choice of vacation period by employees within various classifications. In arranging vacations, the Employer will take the employee=s preferences into account, but operating needs are controlling as to when a vacation may be taken. All employees will be given an opportunity to state their preferences for a vacation in January of each year.

7.6 Employees who have been in the continuous employ of the Employer for six (6) months or less at the time of termination shall not be eligible for pro rata vacation pay. Employees who have been in the continuous employ of the Employer more than six (6) months but less than one (1) year at the time of layoff shall be eligible for pro rata vacation pay. All employees who have been in the continuous employ of the Employer for more than one (1) year at the time of termination, voluntary quit or layoff shall be eligible for pro rata vacation pay.

Notwithstanding the above, employees who are discharged for proven or admitted dishonesty shall forfeit any pro rata vacation pay earned subsequent to their last anniversary date.

Such vacation pay shall be prorated according to the ratio that straight-time hours actually worked bear to two thousand eighty (2,080) hours.

## SECTION 8 - LEAVES OF ABSENCE

8.1 The Employer agrees to grant to any employee who has been with the Employer for six (6) months or more, a leave of absence for certified illness and/or injury, up to ninety (90) days, and to an employee who has been with the Employer for one (1) year or more, a leave of absence for certified illness and/or injury up to six (6) months. In cases of Workers= Compensation, the employee=s leave of absence shall be continuous until such time as said employee has been released from his period of temporary disability and is available and qualified for work, provided, however, such leave of absence shall not exceed one (1) year.

The Employer agrees to grant to any pregnant employee who has been with the Employer for less than one (1) year, a leave of absence for that pregnancy, childbirth, or related medical conditions, pursuant to the California Fair Employment Practices and Housing Act, Sec. 12945-(b)(2), for a reasonable period, not to exceed four (4) months. If the employee has been with the Employer for one (1) year or more, the leave may be up to six (6) months.

8.2 At the request of the employee, the Employer may grant a leave of absence for other purposes, but said leave of absence shall not exceed thirty (30) days. The terms and conditions of all leaves of absence shall be set forth in writing. The Employer shall grant an automatic leave of absence, if so desired, not to exceed two (2) weeks, in cases of critical illness or injury or death in the employee=s immediate family as defined in Section 10. Any period in excess of two (2) weeks shall require the written consent of the Employer. When possible, the employee shall request such leaves of absence; but in any event, the Employer shall be notified within twenty-four (24) hours.

8.3 At the end of any period of such leave of absence for illness and/or injury, an employee shall be restored to employment with the Employer with full seniority to a position comparable to the one he held immediately prior to such leave of absence, provided that the employee is physically able to efficiently perform work comparable to that which he performed prior to such leave of absence.

8.4 Should an employee exceed the leave of absence granted by the Employer, vacation pay which has accrued for time worked to such employee as of the date of the beginning of such leave of absence shall be computed and a check for same shall be forwarded to the employee with a notice that his employment has been terminated.

8.5 This Section shall not be used to justify or support excessive absenteeism, and, should the Employer wish to verify an employee=s illness or his ability and/or inability to perform the work required, it may employ a doctor of its own choosing for such purpose, paying all charges for such doctor=s services.

8.6 Any employee who undertakes other work or employment of any nature during any leave of absence, without first securing written permission from the Employer and the Union, automatically cancels such leave of absence and will be treated as a voluntary quit.

8.7 Union Business. An employee selected for a Union position which takes him from his employment with the Employer shall, upon written request to the Employer by the Union, receive a leave of absence for a period of his services for the Union, but not in excess of two (2) years and upon his return shall, if he left the Company in good standing, be reemployed at work similar to that in which he was engaged immediately prior to his leave of absence. However, not more than one (1) employee shall be given leave from the same store during the same period of time, nor shall more than three (3) employees in the Company be on such a leave at one (1) time.

## SECTION 9 - JURY DUTY

9.1 When a non-probationary, full-time employee is required to be in any court or courthouse for jury service and such service deprives such employee of pay that he otherwise would have earned, he shall be scheduled a Monday through Friday workweek between the hours of 8:00 a.m. and 5:00 p.m. and paid for each day on such jury service at the rate of eight (8) hours times his straight-time hourly rate, less any remuneration received by him for jury service.

9.2 When a non-probationary, part-time employee is required to be in any court or courthouse for jury service and such service deprives such employee of pay that he otherwise would have earned during the Monday through Friday portion of his normal workweek, he shall be scheduled a shift between the hours of 8:00 a.m. and 5:00 p.m. He will be paid for that part of his normal workweek based upon his average hours worked or paid for in each workweek, Monday through Friday, in the four (4) such workweeks immediately preceding the week(s) in which jury duty is required, less any remuneration received by him for such jury service. Utilization of such an employee on the Saturday and/or Sunday portion of his normal workweek shall continue to be at the discretion of the Employer; provided the minimum weekly hour guarantee is satisfied.

9.3 If such employee in addition works for the Employer on Saturday, he shall be paid at the rate of straight-time. If he works for the Employer on Sunday, he shall be paid at the Sunday rate of pay.

9.4 If an employee is temporarily excused from jury service on any scheduled day, i.e., Monday through Friday, he shall immediately report for work to complete the remaining hours of his scheduled work shift. Failure to so report shall disqualify an employee from any pay for jury duty for the day in question as long as the transportation time will permit him to return to work prior to one (1) hour before the end of his shift.

9.5 If an employee is permanently excused from jury service he shall immediately report for work to complete the remaining hours of his scheduled work shift that day. Failure to so report shall disqualify an employee from any pay for jury duty for the day in question as long as the transportation time will permit him to return to work prior to one (1) hour before the end of his shift. If the employee is not required to report, he shall call the manager to inform him that he has been permanently released. Thereafter, the manager may place him on a work schedule similar to which he normally works.

9.6 The employee shall notify the Employer as soon as he receives his jury duty summons. Failure to provide such summons prior to the posting of the schedule shall relieve the Employer from the scheduling requirements set forth above. The Employer will verify eligibility if provided with a timely summons. The Employer may require proof of attendance for jury service. An employee making a false claim for jury duty pay shall be subject to discharge.

9.7 An employee shall be eligible for jury duty pay for three (3) tours of jury duty service only during the life of this Agreement. The total number of days that an employee may receive jury duty pay is limited to fifteen (15) days through the life of the Agreement. An employee shall no longer be eligible for jury duty pay when three (3) tours are served or when fifteen (15) days have been compensated, whichever occurs first. Jury duty pay shall not be required for Grand Jury service. In the event an employee is called for jury service for which he would not be eligible for pay, the Employer shall join the employee in seeking excuse from service if such service would cause a financial hardship to the employee.

## SECTION 10 - FUNERAL LEAVE

10.1 In the event of a death in the immediate family of an employee he shall, upon written request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. This provision does not apply if the death occurs during the employee=s paid vacation, or while the employee is on leave of absence, layoff, or sick leave. Said funeral leave shall be paid on the basis of the then-applicable straight-time hourly rate.

10.2 For purposes of this provision, the immediate family shall be defined as father, mother, brother, sister, spouse, child, grandmother and grandfather, grandchildren or any of the above related to the employee by marriage. At the request of the Employer, the employee shall furnish a death certificate and proof of relationship.

10.3 Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but this benefit is not applicable for other purposes such as settling the estate of the deceased.

#### SECTION 11 - SICK LEAVE

11.1 Any employee who has been in the active and continuous service of the Employer for a period of one (1) year and who has accumulated two thousand eighty (2,080) hours of service with the Employer shall be entitled to six (6) days or forty-eight (48) straight-time hours of sick leave with pay. Said sick leave shall be accrued at the rate of one-half (2) day per month actually worked. This benefit shall be prorated for employees working less than two thousand eighty (2,080) hours.

11.2 Sick leave with pay shall be applicable and available only in cases of bona fide illness or accident and shall be paid commencing the second (2nd) day of absence unless the employee has been hospitalized. The Employer may require a doctor=s certificate as proof of illness if in the sole discretion of the Employer it is determined that an employee or employees have abused such sick leave pay. In the absence of such a certificate, the employee shall not qualify for this benefit.

11.3 Sick leave may not be accumulated from year to year. However, unused sick leave will be paid to the employees on a “cash out” basis at the then-applicable straight-time hourly rate of pay during the week immediately following the second (2nd) and succeeding anniversary dates of employment with the Employer.

11.4 When the absence is due to an industrial injury, Workers= Compensation and sick leave benefit allowances shall be paid separately. In the event Workers= Compensation payments cover all or part of the period during which the earned sick leave benefit allowances are paid, the sum of the two (2) may not and shall not exceed the sick leave benefit payable for said period as provided herein. The same rule shall apply to unemployment compensation disability payments.

11.5 Unused sick leave will not be paid to employees who are discharged or quit.

#### SECTION 12 - HEALTH AND WELFARE PLAN AND PENSION

12.1 Benefit Fund. The Employer shall continue to fund the maintenance of current plan AB@ benefits for the entire term of this Successor Agreement. The Employer shall contribute to the United Food and Commercial Workers= Unions and Food Employers Benefit Fund an amount that equals

seventy-five percent (75%) of the cost of the benefit fund=s standard program of benefits for each straight-time hour worked by the employees (hired on or after 1-3-94 unless otherwise stated within this Agreement) covered by this Agreement. Said contribution shall provide those benefits set forth in the Plan B Benefits Programs established by the Trustees of the Benefit Fund under that certain Resolution Regarding Establishment of Alternate Benefit Program. The Employer and the Union agree to be bound by the terms and conditions of said Resolution.

**Beginning with March 2004 hours, payable in April 2004, an amount equal to seventy five percent (75%) to the hourly contribution rate applicable to all employees (except employees covered under Plan G) under the master industry agreement, for all straight-time hours worked.**

**Beginning with March 2006 hours, payable in April 2006, an amount equal to seventy-five percent (75%) of the hourly contribution rate applicable to employees hired before the date of ratification (except employees covered under Plan G) under the industry agreement, for all straight-time hours worked.**

**Beginning with March 2006 hours, payable n April 2006, an amount equal to seventy-five percent (75%), but in no case less than one dollar and ten cents (\$1.10), of the hourly contribution rate for New Hires under the industry agreement, for straight-time hours worked by each New Hire employee who has completed the applicable eligibility-within period. A “New Hire” shall be defined for benefit plan coverage as an employee hired on or after the date of ratification of this Agreement. In the event the cost of the New Hire plan exceeds the preceding New Hire hourly contribution rate for hours worked in April – October 2007, payable in May – November 2007, then the Employer shall contribute either (1) the additional cost as appropriate to avoid a subsidy of Plan B by Plan A for that period, or (2) the contribution rate paid by Food 4 less if Food 4 Less reaches a new collective bargaining agreement with the UFCW.**

12.2 Pension Fund. Effective February 28, 2000, the Employer agrees to contribute to the Southern California United Food and Commercial Workers= Unions and Food Employers Joint Pension Trust Fund sixty cents (60¢) for each straight time hour worked by all employees (hired on or after 1-3-94 unless otherwise stated within this Agreement) covered by this Agreement. **The Employer agrees to contribute to the Southern California United Food and Commercial Workers Unions and Food Employers Joint Pension Trust Fund the amounts listed below per straight-time hour for employees hired prior to the date of ratification and who have become participants in the Plan as defined in the master industry agreement:**

**Effective the first full payroll week of the month following ratification, the Employer shall contribute sixty-two and one half cents (62.51¢) per straight time hour. Effective with September 2005 hours, payable in October 2005, the contribution rate shall be sixty-seven and one half cents (67.51¢) per straight time hour. Effective September 2006 hours, payable in October 2006, the contribution rate shall be seventy-six and one half cents (76.51¢) per straight time hour.**

**The Employer’s contribution rate to the Pension Fund shall be forty-seven and three tenths cents (47.3¢) per straight time hour for employees hired on or after the date of ratification and who have become participants in the Plan as defined in the master industry agreement.**

Said contribution shall provide those pension benefits specified under the Alternate Program of Benefits established by the Trustees of the Pension Fund for said hourly contribution pursuant to that

certain Resolution Regarding Establishment of Alternate Benefit Programs. The Employer and the Union agree to be bound by the terms and conditions of said Resolution.

12.2.1 Effective March 1, 2004, Max Foods shall agree to all modifications to this entire Article as are negotiated and agreed to in the Food 4 Less UFCW Warehouse Agreement.

12.3 General Provisions Regarding Trust Funds. The Employer and the Union acknowledge and agree that participation in the Benefit and Pension Funds is conditioned upon the approval of the Boards of Trustees of such Funds. In the event either Board does not approve such participation, the parties agree to meet to resolve the issue. Further, the Employer and the Union hereby accept the terms of the existing Benefit and Pension Funds, together with the terms and conditions of all applicable Trust Agreements and related documents, and agree to be bound thereby. By this acceptance the Employer agrees to and shall become a party to each of said Funds with the same force and effect as though the Employer had executed each original Declaration of Trust.

### SECTION 13 - NO STRIKE OR LOCKOUT

13.1 This Section and all rights hereunder are separable from all rights and obligations that exist under the grievance procedure set forth herein below. Accordingly, this no-strike, no-lockout pledge prohibits all strikes, work stoppages, slowdowns, coordinated withholding of services or lockouts for any cause whatsoever, irrespective of whether an underlying dispute, if any, may properly be processed through the grievance procedure set forth herein below and irrespective of whether or not the question of whether such dispute is properly arbitrable is in and of itself found to be arbitrable.

13.2 This no-strike pledge also prohibits alleged sympathy strikes and it is expressly understood that employees may not refuse to cross or work behind any picket line placed at any facility of this Employer during the life of this Agreement. Notwithstanding the above, it shall not be a violation of this Agreement or cause for disciplinary action in the event an employee refuses to go through or work behind any lawful primary picket line approved by the Local Union signatory to this Agreement and the United Food and Commercial Workers= International Union. The Union agrees not to strike or to permit a work stoppage or slowdown affecting this Employer and no employee shall encourage other employees to take part in any work stoppage during the life of this Agreement.

13.3 The Union agrees that the Employer may enforce this Section in any State Court of competent jurisdiction and further, that it will not seek to oppose said action by removal into Federal Court and finally, that any order obtained from a State Court will not be opposed on the basis of any federal precedent.

### SECTION 14 - DISCHARGE AND SUSPENSION

14.1 Employees may be discharged for good cause. Employees who are discharged for failure to perform work as required, or excessive absenteeism, shall first (1st) have had a prior warning, in writing, of a related or similar offense, with a copy sent to the Union. The Employee so notified shall be required to initial such notice, but such initialing shall in no way constitute agreement with the contents of such notice. A warning notice shall not be required in the case of a discharge for cash register irregularities, but such alleged irregularities must constitute good cause for the purpose of sustaining said discharge. When a condition arises necessitating a bunching of sales, it shall be mandatory that the checker or cashier involved call the person in charge to supervise in the ringing of the accumulated cash.

14.1.1 The Employer recognizes that chemical dependency is an illness and as such, agrees to encourage and assist employees with chemical dependencies to seek treatment and/or rehabilitation. Any employee who is experiencing alcohol or drug dependency will be afforded the opportunity to make use of the Union's Membership Assistance Program and/or such disability plans, rehabilitation programs, and health coverage plans as are appropriate.

14.2 Any employee so disciplined may request an investigation of his discharge or suspension and the Union shall have the right to protest any such discharge or suspension. Such protest shall be presented in writing to the Employer within ten (10) days (excluding Saturday, Sunday and holidays) after the discharge or suspension occurs. If such a protest is not so filed, the right of protest and access to the grievance procedure as set forth below is lost. Upon the filing of a timely protest the matter shall be handled in accordance with the provisions set forth in Section 15 below.

14.3 Any Employee who is discharged shall be informed at the time of discharge of the immediate cause of discharge. Such information shall be confirmed in writing promptly upon request.

### SECTION 15 - GRIEVANCE PROCEDURE

15.1 Any and all matters of controversy, dispute or disagreement of any kind or character existing between the parties and arising out of or in any way involving the interpretation or application of the terms of this Agreement shall be settled and resolved by the procedures and in the manner hereinafter set forth.

15.1.1 A grievance, other than employee discipline, shall be initiated and delivered to the Employer in writing within fifteen (15) calendar days after the occurrence of the event giving rise to the grievance or otherwise the claim shall be waived.

15.2 The Union through its representatives shall attempt to settle or resolve any such matter with the appropriate store supervisor or person designated by the Employer.

15.3 Upon receipt of a written notice setting forth the exact nature of the grievance from either party, the representatives of the Employer and the representatives of the Union may meet within a calendar week and attempt to settle or resolve the matter. Such meeting may be accomplished by telephone at the option of either party. After a grievance is settled the Union shall be notified in writing of the terms of the settlement, including the amount thereof.

15.4 Any matter not satisfactorily settled or resolved in Section 15.2 and 15.3 above shall be submitted to arbitration for final determination upon written demand of either party. The written demand for arbitration may be made at any time after the expiration of fifteen (15) days but not later than sixty (60) days from the date of the notice, submitting the matter under Section 15.3 above, to the meeting of representatives. Failure to comply with the time limits set forth in this Section and in Section 15.3 above, shall render such grievance null and void.

15.5 The arbitrator shall be selected from a panel of fifteen (15) persons provided by the Federal Mediation and Conciliation Service or upon mutual agreement. Such selection shall be made immediately thereafter.

15.6 The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way affect or change the Union Security clause; nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the

provisions of this Agreement, or to make decisions on provisions covering wages or working conditions to be incorporated either in a new Agreement or any subsequent annual Agreement. If a question of the arbitrability of an issue is raised by either party, such question shall be determined in the first instance by the arbitrator. Neither party to this Agreement shall refuse to proceed to arbitration upon the grounds that the matter in question is not arbitrable.

15.7 In the case of direct wage claim or a claim for contributions to employee benefit plans which does not involve an interpretation of any of the provisions of this Agreement, either party may submit such claim for settlement to either the grievance procedure provided for herein or to any other tribunal or agency which is authorized and empowered to effect such a settlement. Except as may be provided otherwise in this Agreement, wage claims shall be limited to a maximum of a six (6) month period.

15.8 With the exception of arbitrations involving suspension and/or discharge, the expenses of the arbitrator shall be borne equally by both the Employer and the Union. All jointly incurred expenses (i.e., transcripts, reporters= costs, arbitrator=s fees, room rental) of arbitrations involving suspension and/or discharge shall be borne by the loser. Unless the grievance which has been submitted to the arbitrator is totally sustained or denied, it shall be deemed split and the jointly incurred expenses shall be borne equally between the Employer and the Union.

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

#### SECTION 16 - RATES OF PAY

16.1 Base Rates. ~~The classifications and minimum hourly rates of pay under this Agreement shall be as set forth in Appendix A which is attached hereto, and is expressly made a part of this Agreement.~~ **The classifications and hourly rates of pay listed in Appendix A apply only to employees hired prior to the date of ratification. The classifications and hourly rates of pay listed in the new Appendix B apply to all employees hired on or after the date of ratification.**

~~16.2 Transition Rates. The following straight-time wage rates shall be applicable only to employees who were hired before January 3, 1994 and to Conversion Employees:~~

**16.2 Bonuses and Rates of Pay. For employees hired prior to the date of ratification in the classifications of Warehouse Clerk, Meat Cutter, General Clerk, Service Clerk, Meat Clerk and Utility Clerk classifications, the straight-time hourly wage rates are set forth for each respective classification in Appendix A. In addition to the rates set forth in Appendix A, employees hired prior to the date of ratification will be entitled to the following bonuses under the following terms and conditions:**

**CONTRACT RATIFICATION BONUS – Each bargaining unit employee who was on the payroll as of the date of ratification, and is actively employed on the date of payment of this bonus, shall receive a contract ratification bonus, as follows:**

**Warehouse Clerks/Meat Cutters** - All eligible employees shall receive thirty cents (30¢) for each hour for which the employee was compensated for the fifty-two (52) calendar weeks preceding the date of ratification.

**General Clerks/Meat Clerks/Service Clerks** – All eligible employees shall receive thirty cents (30¢) for each hour for which the employee was compensated for the fifty-two (52) calendar weeks preceding the date of ratification.

**Utility Clerks** – All eligible Utility Clerks shall receive fifteen cents (15¢) for each hour for which the employee was compensated for the fifty-two (52) calendar weeks preceding the date of ratification.

This contract ratification bonus will be paid no later than thirty (30) days form date of ratification to employees who are actively employed on that date or thirty (30) days from when an employee returns to work from an approved leave of absence or layoff.

This provision will apply to employees on approved leave of absence or layoff at the time or reinstatements who are actively employed at the time payment is due. This payment also will be made no later than thirty (30) days following the expiration of the employee’s recall rights under the terms of this Agreement.

**LUMP SUM BONUS** - Each bargaining unit employee who was on the payroll as of the date of ratification, and is actively employed on the date of payment of this bonus, shall receive a bonus, as follows:

**Utility Clerks** – All eligible Utility Clerks shall receive fifteen cents (15¢) for each hour for which the employee was compensated for the thirty-nine (39) calendar weeks preceding October 3, 2005.

This bonus will be paid no later than thirty (30) days form October 3, 2005 to employees who are actively employed on that date or thirty (30) days from when an employee returns to work from an approved leave of absence or layoff provided, however, the employee returns to work prior to the expiration of this agreement.

This provision will apply to employees on approved leave of absence of layoff at the time of reinstatement who are actively employed at the time payment is due. This payment also will be made no later than thirty (30) days following the expiration of the employee’s recall rights under the terms of this Agreement.

The above bonus shall not become part of the contractual straight-time hourly rates of pay set forth in this Agreement and no benefit contributions shall be made, increased or changed because the Employer provided this bonus.

**LUMP SUM BONUS** – Each bargaining unit employee who was on the payroll as of the date of ratification, and is actively employed on the date of payment of this bonus, shall receive a bonus, as follows:

**Warehouse Clerks/Meat Cutters** – All eligible employees shall receive thirty cents (30¢) for each hour for which the employee was compensated for the fifty-two (52) calendar weeks preceding June 5, 2006.

**General Clerks/Meat Clerks/Service Clerks** – All eligible employees shall receive thirty cents (30¢) for each hour for which the employee was compensated for the fifty-two (52) calendar weeks preceding June 5, 2006.

**Utility Clerks** – all eligible Utility Clerks shall receive fifteen cents (15¢) for each hour for which the employee was compensated for the fifty-two (52) calendar weeks preceding June 5, 2006.

This bonus will be paid no later than thirty (30) days from June 5, 2006 to employees who are actively employed on that date or thirty (30) days from when an employee returns to work from an approved leave of absence or layoff provided, however, the employee returns to work prior to the expiration of this agreement.

This provision will apply to employees on approved leave of absence or layoff at the time or reinstatement who is actively employed at the time payment is due. This payment also will be made no later than thirty (30) days following the expiration of the employee's recall rights under the terms of this Agreement.

The above bonuses shall not become part of the contractual straight-time hourly rates of pay set forth in this Agreement and no benefit contributions shall be made, increased or changed because the Employer provided these bonuses.

**WAGE INCREASE.** Effective June 6, 2005, the contractual straight-time hourly rates of pay for those employees hired prior to the date of ratification in the classifications of Experienced Warehouse Clerk, Journeyman Meat Cutter, Experience General Clerk, Experience Service Clerk and Experienced Meat Clerk as set forth in Appendix A shall be increased by thirty cents (30¢). The apprentice step rates, Utility Clerk and Appendix B rates will remain unchanged.

For employees hired on or after the date of ratification in the classifications of Warehouse Clerk, General Clerk, Meat Cutter, Service Clerk, Meat Clerk and Utility Clerk, the straight-time hourly wage rates are set forth for each classification in Appendix B.

16.2.1 Food Clerks and Service Delicatessen/Tortilleria/Bakery Clerks. The wage rates, job descriptions, benefits and all other terms and conditions of employment of Food Clerks, employees in the Service Delicatessen Departments and the Bakery Department, and Tortilleria Clerks hired prior to October 7, 1996, shall be governed by the 1999-2003 Retail Food and Meat Food Agreement.

16.2.2 Meat Cutters and Meat Clerks. The wage rates, job description, benefits and all other terms and conditions of employment of Meat Cutters and Meat Clerks hired prior to January 3, 1994 shall be governed by the 1999-2003 Retail Food and Meat Agreement.

For Meat Cutters and Meat Clerks hired on or after January 1, 1994 and prior to October 7, 1996 the job description, benefits and all other terms and conditions of employment, except wage rates, shall be governed by this Agreement. The wage rates for said employees will be governed by the 1999-2003 Retail Food and Meat Agreement.

16.2.3 Other General Merchandise Clerks. Experienced General Merchandise Clerks (except Service Delicatessen/Tortilleria/Bakery Clerks and Service Booth employees) will be reclassified and shall work as Warehouse Clerks, and will progress to the top Warehouse Clerk wage rate as follows: the first (1st) 690 hours will be paid at the wage rate of \$10.96 per straight-time hour,

the second (2nd) 690 hours will be paid at the fifth (5th) step apprentice Warehouse Clerk wage rate, the third (3rd) 690 hours will be paid at the sixth (6th) step apprentice Warehouse Clerk wage rate, and thereafter the straight-time wage rate will be the experienced Warehouse Clerk wage rate. Aside from wage rates and job descriptions, all other terms and conditions of employment for such employees shall be governed by the 1999-2003 Retail Food and Meat Agreement. Upon a transfer to a store covered by the 1999-2003 Retail Food and Meat Agreement, such a former General Merchandise Clerk shall be classified as a Food Clerk, shall be paid at the fourth (4th) step apprentice wage rate, and shall be given classification seniority as Food Clerks retroactive to January 3, 1994 and classification seniority as General Merchandise Clerks from the date of their hire as, or promotion to, the General Merchandise classification.

16.2.4 Service Booth Employees. Service Booth employees will be reclassified and shall work as General Clerks, and will progress to the top General Clerk wage rate as follows: the first (1st) 690 hours will be paid at the fifth (5th) step apprentice General Clerk wage rate, the second (2nd) 690 hours will be paid at the sixth (6th) step apprentice General Clerk wage rate, and thereafter the straight-time wage rate will be the experienced General Clerk wage rate. Aside from wage rates and job descriptions, all other terms and conditions of employment for such employees shall be governed by the 1995-1999 Retail Food and Meat Agreement.

16.2.5 Clerk=s Helpers. Clerk=s Helpers will be reclassified and shall work as Utility Clerks, and will be paid in accordance with the wage rates contained in Appendix A of this Agreement, and shall have health and welfare contributions made on their behalf and receive benefits in accordance with Section 12 of this Agreement. Aside from such wage rates, job descriptions and benefits, all other terms and conditions of employment for such employees shall be governed by the 1999-2003 Retail Food and Meat Agreement. Upon promotion to a higher classification under this Agreement, a Utility Clerk shall receive the wage rates and the job descriptions of this Agreement, and all other terms and conditions of employment, including benefits, shall be covered by the 1999-2003 Retail Food and Meat Agreement.

16.3 The contractual straight-time hourly rates of pay for Experienced Lead Clerk, Experienced Warehouse Clerk, Journeyman Meat Cutter, Experienced General Clerk, Experienced Service Clerk and Experienced Meat Clerk classifications of employment set forth in Appendix A shall be increased as follows (the apprentice percentages will be deleted and the step rates will remain unchanged):

<u>Effective Date</u>	<u>Amount of Increase</u>
2/26/01	.204
8/27/01	.204
2/25/02	.204
8/26/02	.204
2/24/03	.204
8/25/03	.204

The contractual straight-time hourly rates of pay for the Experienced Utility Clerk classification of employment set forth in Appendix A shall be increased as follows (the apprentice percentages will be deleted and the step rates will remain unchanged):

<u>Effective Date</u>	<u>Amount of Increase</u>
2/26/01	.204

2/25/02	.204
2/24/03	.204

16.3.1 Effective March 1, 2004, and continuing until October 3, 2004, Warehouse Clerks, Lead Clerks, Meat Cutters, Meat Clerks, Service Deli/Bakery Clerks and Utility Clerks shall receive the identical wage increases as are negotiated in the Food 4 Less and UFCW warehouse agreement.

16.4 All current rates of pay and all future rates of pay resulting from the above-referenced increases shall be rounded off to the nearest cent.

16.5 Lead Positions. During the term of this Agreement the Employer may implement up to three (3) Lead Positions in each store. The Lead Positions are to be identified as Produce Manager, Receiver, and Night Crew Leader. The individual designated to Lead Position shall be vested with sufficient authority to direct and control his or her area of responsibility, including, but not limited to, the direction of other employees, compliance with store and company policies, customer and vendor relations and the timely completion of all tasks assigned by supervisors. In addition to the above, the exercise of independent judgement in carrying out Lead Position responsibilities shall be a primary criterion of the assignment. No Produce Manager, Receiver, or Night Crew Leader shall be demoted from that position because of deficient performance in the job without first (1st) having received a prior warning notice in writing, copy to the Union, calling attention to his deficiencies.

If the Lead Position is eliminated for any reason the individual may reclaim his or her former position without loss of seniority.

16.5.1 Employees designated as Receiver, or Night Crew Leader shall receive an additional seventy-five cents (75¢) per hour above the hourly rate of pay established in Appendix A **or Appendix B**.

16.5.2 Employees designated as Produce Manager shall receive an additional one dollar and fifty cents (\$1.50) per hour above the hourly rate of pay established in Appendix A.

16.5.3 Employees designated a Meat Department Manager shall receive an additional one dollar (\$1.00) per hour above the Journeyman Meat Cutter hourly rate of pay established in Appendix A.

16.5.4 Bakery Lead Person. Every store with a Bakery Clerk classification must have one (1) full-time bakery lead person who shall be paid and classified as an experienced General Clerk.

**16.5.5 General/Non-Foods Head Clerk: Employees designated as a ‘General/Non-Foods Head Clerk’ will be paid as a Warehouse Clerk on Appendix A or B depending upon their date of hire, and at full-time status.**

**16.5.6 POS Coordinator: Employees designated as a ‘POS Coordinator’ will be paid as a Warehouse Clerk on Appendix A or B depending upon their date of hire.**

16.6 No employees shall suffer any reduction in their hourly rates of pay by reason of the signing of this Agreement. The Employer will not reduce the hours of work or promotional opportunities of employees in a Max Foods store hired before January 3, 1994 or of Conversion

Employees as a result of the implementation of the wages, benefits and terms and conditions that are applicable after that date.

#### SECTION 17 - SEPARABILITY

It is not the intent of the parties to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction over them. Accordingly, in the event that any provision of this Agreement is finally held and determined to be illegal by a court of last resort, such decision shall not affect the validity of the remaining provisions of this Agreement, but rather such remaining provisions shall continue in full force and effect. Additionally, in the event that any provision or provisions are so declared to be in conflict with a law or rule or regulation, the parties shall immediately meet for the purpose of renegotiation and agreement on provisions so invalidated.

#### SECTION 18 - NO REOPENING DURING CONTRACT TERM

The Employer and the Union hereby acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining. This Agreement constitutes the entire agreement of the parties and concluded collective bargaining for its term unless specifically provided for elsewhere herein. The parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right to require the other to bargain collectively with respect to any subject or item not specifically referred to or covered by this Agreement.

#### SECTION 19 - FUEL STATIONS

See side letter.

SECTION 19 20 - EXPIRATION AND RENEWAL

This Agreement shall be in effect from ~~October 9, 2000~~ **October 4, 2004** to and including ~~October 3, 2004~~ **October 7, 2007** and shall continue from year to year thereafter unless either party shall give written notice to the other at least sixty (60) days prior to the expiration date of ~~October 3, 2004~~ **October 7, 2007** or at least sixty (60) days prior to any subsequent ~~October 3-7~~, of any succeeding year of its desire to alter, amend, or terminate this Agreement.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, ~~2004~~**2005**.

FOR THE EMPLOYER:

FOR THE UNIONS:

\_\_\_\_\_  
Albertson=s, Inc.  
**Doug Rygrok**  
**Director of Labor Relations**

\_\_\_\_\_  
UFCW Local 135  
**Mickey Kasparian**, President

\_\_\_\_\_  
UFCW Local 324  
**Greg M. Conger**, President

\_\_\_\_\_  
**UFCW Local 770**  
**Ricardo F. Icaza**, President

\_\_\_\_\_  
UFCW Local 1036  
George Hartwell, President

\_\_\_\_\_  
UFCW Local 1167  
**Bill Lathrop**, President

\_\_\_\_\_  
UFCW Local 1428  
**Connie Leyva**, President

\_\_\_\_\_  
UFCW Local 1442  
Michael A. Straeter, President

MAX FOODS  
APPENDIX A - WAGE RATES

2 28 00   2 26 01   8 27 01   2 25 02   8 26 02   2 24 03 8 25 03

WAREHOUSE CLERKS  
& APPRENTICES

Experienced Warehouse Clerk	15.31	\$15.51	\$15.71	\$15.91	\$16.11	\$16.31	\$16.51
Next 690 hours	14.31	14.31	14.31	14.31	14.31	14.31	14.31
Next 690 hours	12.98	12.98	12.98	12.98	12.98	12.98	12.98
Next 690 hours	10.73	10.73	10.73	10.73	10.73	10.73	10.73
Next 690 hours	9.26	9.26	9.26	9.26	9.26	9.26	9.26
Next 690 hours	7.93	7.93	7.93	7.93	7.93	7.93	7.93
1st 288 hours	7.48	7.48	7.48	7.48	7.48	7.48	7.48

GENERAL CLERKS  
& APPRENTICES

Experienced General Clerk	13.25	13.45	13.65	13.85	14.05	14.25	14.45
Next 690 hours	12.28	12.28	12.28	12.28	12.28	12.28	12.28
Next 690 hours	11.05	11.05	11.05	11.05	11.05	11.05	11.05
Next 690 hours	9.94	9.94	9.94	9.94	9.94	9.94	9.94
Next 690 hours	8.78	8.78	8.78	8.78	8.78	8.78	8.78
Next 690 hours	7.63	7.63	7.63	7.63	7.63	7.63	7.63
First 288 hours	7.23	7.23	7.23	7.23	7.23	7.23	7.23

UTILITY CLERKS

Experienced Utility Clerk	7.76	7.96	8.16	8.36
First 690 hours	6.96	6.96	6.96	6.96

JOURNEYMAN MEAT CUTTERS

& APPRENTICES (Hired or promoted on or after 10-7-96)

Meat Dept. Head	17.53	17.73	17.93	18.13	18.33	18.53	18.73
Journeyman Meat Cutter	16.53	16.73	16.93	17.13	17.33	17.53	17.73
4th 520 hours	13.71	13.71	13.71	13.71	13.71	13.71	13.71
3rd 520 hours	12.10	12.10	12.10	12.10	12.10	12.10	12.10
2nd 520 hours	10.49	10.49	10.49	10.49	10.49	10.49	10.49
1st 520 hours	8.87	8.87	8.87	8.87	8.87	8.87	8.87

MEAT CLERK (Hired or promoted on or after 10-7-96)

Experienced Meat Clerk	11.42	11.62	11.82	12.02	12.22	12.42	12.62
2nd 690 hours	9.94	9.94	9.94	9.94	9.94	9.94	9.94
1st 690 hours	8.82	8.82	8.82	8.82	8.82	8.82	8.82

SERVICE DELI/BAKERY CLERKS

& APPRENTICES (Hired or promoted on or after 10-7-96)

Bakery Lead Clerk	13.25	13.45	13.65	13.85	14.05	14.25	14.45
Experienced Service Deli/ Bakery Clerk	11.67	11.87	12.07	12.27	12.47	12.67	12.87
Next 690 hours	9.60	9.60	9.60	9.60	9.60	9.60	9.60
Next 690 hours	8.45	8.45	8.45	8.45	8.45	8.45	8.45
First 288 hours	7.35	7.35	7.35	7.35	7.35	7.35	7.35

	<u>10/2/00</u>	<u>10/1/01</u>	<u>10/7/02</u>
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**JOURNEYMAN MEAT CUTTERS**

**& APPRENTICES (Hired or promoted prior to 10-7-96)**

Head Meat Cutter	\$19.38	\$19.78	\$20.18
Journeyman Meat Cutter	18.38	18.78	19.18
Apprentices:			
4th 6 months	15.82	15.82	15.82
3rd 6 months	14.06	14.06	14.06
2nd 6 months	12.31	12.31	12.31
1st 6 months	11.43	11.43	11.43

**WRAPPERS**

**& APPRENTICES (Hired or promoted prior to 10-7-96)**

Experienced Wrapper	11.57	11.87	12.17
3rd 26 weeks	9.78	9.78	9.78
2nd 26 weeks	8.70	8.70	8.70
1st 26 weeks	7.61	7.61	7.61

**SERVICE DELI/TORTILLERIA/**

**BAKERY CLERKS (Hired or promoted prior to 10-7-96)**

Department Head	12.67	12.97	13.27
Experienced Service Deli/ Tortilleria/ Bakery Clerk	11.57	11.87	12.17
Fourth 26 weeks	9.78	9.78	9.78
Third 26 weeks	8.70	8.70	8.70
Second 26 weeks	7.61	7.70	7.85
First 26 weeks	7.25	7.40	7.55

**APPENDIX A**

**HOURLY WAGE RATES FOR EMPLOYEES  
HIRED PRIOR TO THE DATE OF RATIFICATION**

			<b>06/06/05</b>
<b>WAREHOUSE CLERKS &amp; APPRENTICES, LEAD POSITIONS, POS COORDINATOR AND GENERAL/ NON-FOODS HEAD CLERK</b>	<b>Experienced</b>	<b>\$16.51</b>	<b>\$16.81</b>
	<b>Next 690 hours</b>	<b>14.31</b>	<b>14.31</b>
	<b>Next 690 hours</b>	<b>12.98</b>	<b>12.98</b>
	<b>Next 690 hours</b>	<b>10.73</b>	<b>10.73</b>
	<b>Next 690 hours</b>	<b>9.26</b>	<b>9.26</b>
	<b>Next 690 hours</b>	<b>7.93</b>	<b>7.93</b>
	<b>1<sup>ST</sup> 288 hours</b>	<b>7.48</b>	<b>7.48</b>
<b>GENERAL CLERKS &amp; APPRENTICES</b>	<b>Experienced</b>	<b>\$14.45</b>	<b>\$14.75</b>
	<b>Next 690 hours</b>	<b>12.28</b>	<b>12.28</b>
	<b>Next 690 hours</b>	<b>11.05</b>	<b>11.05</b>
	<b>Next 690 hours</b>	<b>9.94</b>	<b>9.94</b>
	<b>Next 690 hours</b>	<b>8.78</b>	<b>8.78</b>
	<b>Next 690 hours</b>	<b>7.63</b>	<b>7.63</b>
	<b>1<sup>ST</sup> 288 hours</b>	<b>7.23</b>	<b>7.23</b>
<b>UTILITY CLERKS</b>	<b>Experienced</b>	<b>\$8.36</b>	<b>\$8.36</b>
	<b>1<sup>ST</sup> 690 hours</b>	<b>6.96</b>	<b>6.96</b>
<b>MEAT CUTTERS &amp; APPRENTICES</b>	<b>Journeyman</b>	<b>\$17.73</b>	<b>\$18.03</b>
	<b>4<sup>th</sup> 520 hours</b>	<b>13.71</b>	<b>13.71</b>
	<b>3<sup>rd</sup> 520 hours</b>	<b>12.10</b>	<b>12.10</b>
	<b>2<sup>nd</sup> 520 hours</b>	<b>10.49</b>	<b>10.49</b>
	<b>1<sup>ST</sup> 520 hours</b>	<b>8.87</b>	<b>8.87</b>
<b>MEAT CLERKS &amp; APPRENTICES</b>	<b>Experienced</b>	<b>\$12.62</b>	<b>\$12.92</b>
		<b>9.94</b>	<b>9.94</b>
		<b>8.82</b>	<b>8.82</b>
<b>SERVICE CLERKS &amp; APPRENTICES</b>	<b>Deli/Bakery Lead Clerk</b>	<b>\$14.45</b>	<b>\$14.45</b>
		<b>12.87</b>	<b>12.87</b>
		<b>9.60</b>	<b>9.60</b>
		<b>8.45</b>	<b>8.45</b>
		<b>7.35</b>	<b>7.35</b>

APPENDIX B

FULL TIME POSITIONS

Warehouse stores will provide full-time union positions in all stores based upon the following formula:

Sales Per Week	Number of Forty Hour Workweeks	Sales Per Week	Number of Forty Hour Workweeks
0-150K	0	501-550K	15
151-200K	5	551-600K	17
201-250K	7	601-650K	18
251-300K	8	651-700K	20
301-350K	10	701-750K	21
351-400K	11	751-800K	23
401-450K	13	801-850K	24
451-500K	14	851-900K	26
		>900K	27

Max Foods will maintain forty (40) hour workweeks in its various stores as reflected in the above listed charts with the limitation that the number of required forty (40) hour workweeks will be decreased in each store in the same proportion as employees hired prior to January 4, 1994 and conversion employees exist in relationship to all other employees in that store. For the purposes of this letter of understanding only, all utility clerks shall be considered to have been hired after January 4, 1994. Full-time employees hired prior to January 4, 1994 shall not be reduced from full-time as a result of this letter of understanding.

Example: Effective October 7, 1996, a Max store does a volume of 500K sales per week. There are eighty (80) employees. Twenty (20) are employees hired prior to January 4, 1994. The store must maintain no less than eight (8) full-time positions. [20/80=25%, 25% of 10 is 2.5 (round down to 2). 10-2=8 full-time jobs.]

**APPENDIX B**

**HOURLY WAGE RATES FOR EMPLOYEES HIRED  
ON OR AFTER THE DATE OF RATIFICATION**

<b>WAREHOUSE CLERKS &amp; APPRENTICES, LEAD POSITIONS, POS COORDINATOR AND GENERAL/ NON-FOODS HEAD CLERK</b>	<b>Experienced</b>	<b>\$14.45</b>
	<b>8<sup>th</sup> 1000 hours</b>	<b>12.40</b>
	<b>7<sup>th</sup> 1000 hours</b>	<b>11.40</b>
	<b>6<sup>th</sup> 1000 hours</b>	<b>10.90</b>
	<b>5<sup>th</sup> 1000 hours</b>	<b>10.40</b>
	<b>4<sup>th</sup> 1000 hours</b>	<b>9.90</b>
	<b>3<sup>rd</sup> 1000 hours</b>	<b>9.40</b>
	<b>2<sup>nd</sup> 1000 hours</b>	<b>8.90</b>
	<b>1<sup>st</sup> 800 hours</b>	<b>8.50</b>
<b>GENERAL CLERKS &amp; APPRENTICES</b>	<b>Experienced</b>	<b>\$12.40</b>
	<b>8<sup>th</sup> 1000 hours</b>	<b>11.00</b>
	<b>7<sup>th</sup> 1000 hours</b>	<b>10.15</b>
	<b>6<sup>th</sup> 1000 hours</b>	<b>9.75</b>
	<b>5<sup>th</sup> 1000 hours</b>	<b>9.40</b>
	<b>4<sup>th</sup> 1000 hours</b>	<b>9.10</b>
	<b>3<sup>rd</sup> 1000 hours</b>	<b>8.85</b>
	<b>2<sup>nd</sup> 1000 hours</b>	<b>8.60</b>
	<b>1<sup>st</sup> 800 hours</b>	<b>8.35</b>
<b>UTILITY CLERKS</b>	<b>Experienced</b>	<b>\$8.36</b>
	<b>3<sup>rd</sup> 700 hours</b>	<b>7.80</b>
	<b>2<sup>nd</sup> 700 hours</b>	<b>7.35</b>
	<b>1<sup>st</sup> 700 hours</b>	<b>6.96</b>
<b>MEAT CUTTERS &amp; APPRENTICES</b>	<b>Journeyman</b>	<b>\$15.50</b>
	<b>6<sup>th</sup> 1000 hours</b>	<b>14.52</b>
	<b>5<sup>th</sup> 1000 hours</b>	<b>13.25</b>
	<b>4<sup>th</sup> 1000 hours</b>	<b>12.25</b>
	<b>3<sup>rd</sup> 1000 hours</b>	<b>11.25</b>
	<b>2<sup>nd</sup> 1000 hours</b>	<b>10.25</b>
	<b>1st 800 hours</b>	<b>9.25</b>

**APPENDIX B**  
*(Continued)*

**HOURLY WAGE RATES FOR EMPLOYEES HIRED**  
**ON OR AFTER THE DATE OF RATIFICATION**

<b>MEAT CLERKS &amp; APPRENTICES</b>	<b>Experienced</b>	<b>\$10.25</b>
	<b>5<sup>th</sup> 1000 hours</b>	<b>9.50</b>
	<b>4<sup>th</sup> 1000 hours</b>	<b>9.20</b>
	<b>3<sup>rd</sup> 1000 hours</b>	<b>8.90</b>
	<b>2<sup>nd</sup> 1000 hours</b>	<b>8.60</b>
	<b>1st 800 hours</b>	<b>8.25</b>
<b>SERVICE CUTTERS &amp; APPRENTICES</b>	<b>Deli/Bakery Lead Clerk</b>	<b>\$12.40</b>
	<b>Experienced</b>	<b>10.25</b>
	<b>5<sup>th</sup> 1000 hours</b>	<b>9.30</b>
	<b>4<sup>th</sup> 1000 hours</b>	<b>8.80</b>
	<b>3<sup>rd</sup> 1000 hours</b>	<b>8.30</b>
	<b>2<sup>nd</sup> 1000 hours</b>	<b>7.80</b>
	<b>1st 800 hours</b>	<b>7.40</b>

**APPENDIX C**

**SUNDAY HOURLY WAGE RATES FOR EMPLOYEES  
HIRED PRIOR TO THE DATE OF RATIFICATION**

		06/06/05	01/02/06
<b>WAREHOUSE CLERKS &amp; APPRENTICES, LEAD POSITIONS, POS COORDINATOR AND GENERAL/ NON-FOODS HEAD CLERK</b>	<b>Experienced</b>	<b>\$25.22</b>	<b>\$24.22</b>
	<b>Next 690 hours</b>	<b>21.47</b>	<b>20.47</b>
	<b>Next 690 hours</b>	<b>19.47</b>	<b>18.47</b>
	<b>Next 690 hours</b>	<b>16.10</b>	<b>15.10</b>
	<b>Next 690 hours</b>	<b>13.89</b>	<b>12.89</b>
	<b>Next 690 hours</b>	<b>11.90</b>	<b>10.90</b>
	<b>1<sup>ST</sup> 288 hours</b>	<b>11.22</b>	<b>10.22</b>
<b>GENERAL CLERKS &amp; APPRENTICES</b>	<b>Experienced</b>	<b>\$22.13</b>	<b>\$21.13</b>
	<b>Next 690 hours</b>	<b>18.42</b>	<b>17.42</b>
	<b>Next 690 hours</b>	<b>16.58</b>	<b>15.58</b>
	<b>Next 690 hours</b>	<b>14.91</b>	<b>13.91</b>
	<b>Next 690 hours</b>	<b>13.17</b>	<b>12.17</b>
	<b>Next 690 hours</b>	<b>11.45</b>	<b>10.45</b>
	<b>1<sup>st</sup> 288 hours</b>	<b>10.85</b>	<b>9.85</b>
<b>MEAT CUTTERS &amp; APPRENTICES</b>	<b>Journeyman</b>	<b>\$27.05</b>	<b>\$26.05</b>
	<b>4<sup>th</sup> 520 hours</b>	<b>20.57</b>	<b>19.57</b>
	<b>3<sup>rd</sup> 520 hours</b>	<b>18.15</b>	<b>17.15</b>
	<b>2<sup>nd</sup> 520 hours</b>	<b>15.74</b>	<b>14.74</b>
	<b>1<sup>st</sup> 520 hours</b>	<b>13.31</b>	<b>12.31</b>
<b>MEAT CLERKS &amp; APPRENTICES</b>	<b>Experienced</b>	<b>\$19.38</b>	<b>\$18.38</b>
	<b>2<sup>nd</sup> 690 hours</b>	<b>14.91</b>	<b>13.91</b>
	<b>1<sup>st</sup> 690 hours</b>	<b>13.23</b>	<b>13.23</b>
<b>SERVICE CLERKS &amp; APPRENTICES</b>	<b>Deli/Bakery Lead Clerk</b>	<b>\$22.13</b>	<b>21.13</b>
		<b>19.76</b>	<b>18.76</b>
		<b>14.40</b>	<b>13.40</b>
		<b>12.68</b>	<b>11.68</b>
		<b>11.03</b>	<b>10.03</b>
<b>UTILITY CLERKS with one year of more of service</b>	<b>Experienced</b>	<b>\$12.54</b>	<b>\$11.54</b>

## **APPENDIX E**

### **GENERAL CLERK**

**In addition to the duties provided at Section 5.3, the following duties have been determined to be General Clerk work.**

**Price significant shelf tags on non-foods items**

**Unloading non-foods merchandise and breaking down non-foods pallets**

**One who handles any non-food merchandise including but not limited to:**

- **Air fresheners**
- **Aluminum foil, plastic wrap, sandwich and trash bags, and wax paper**
- **Automotive**
- **Carpet cleaning supplies and deodorizers**
- **Disposable diapers ,**
- **Dyes**
- **Feminine napkins**
- **Health products and beauty aids**
- **Household cleaners, soaps, cleaning and laundry supplies**
- **Household hardware**
- **Household paper goods**
- **Insecticides**
- **Nursery and florist merchandise**
- **Pet food and supplies**
- **Picnic merchandise and fire supplies**
- **Rock Salt**
- **Special purpose party plates and napkins.**
- **Tobacco**

**One who handles the following merchandise:**

- **Alcoholic beverages and products located in the liquor department including drink**
- **mixes and related items**
- **Replenishment (conditioning and restocking) of bakery items**
- **Bottled water and ice**
- **Promotional/seasonal Candy**
- 

**The Employer agrees that no experienced or apprentice warehouse clerk employed as of the date of ratification shall be laid off or reduced in classification as a direct result of the implementation of this provision in a store.**

Side Letter Regarding Service Meat Departments  
Between  
Max Foods  
And  
UFCW Local 135, 324, 1036, 1167, 1428 and 1442

The Company may only have a service meat department in a Max Foods store if the following conditions are met:

1. The Employer must pre-notify the affected Local Union, in writing, at least sixty (60) days before commencing such operations. Meat Clerks in such operations shall receive a twenty-five cents (25¢) per hour premium in addition to their regular straight-time hourly wage rate.
2. The geographically closest competing conventional supermarket or warehouse store must have a service meat department. If the geographically closest competing conventional supermarket or warehouse store is unionized with wages equal to the meat department rates of the Master Food and Meat Agreement, then the company can not operate a service meat department in the store in question, except by mutual agreement between the affected local union and the company.

In the event that the Union disputes that the above conditions have been met, the Union shall notify the Employer within two (2) weeks of receiving the company's sixty (60) day notification. Within two (2) weeks of the Union's notifying the Company that a dispute exists, an agreed upon neutral party shall hear the dispute. The neutral party shall issue a final and binding decision within forty eight (48) hours of the hearing. The neutral party may only apply the conditions set forth in this side letter in deciding the issue.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

FOR THE EMPLOYER:

\_\_\_\_\_  
Albertson's, Inc.  
Andrew Scoggin, Vice President  
Human Resources and Labor Relations

FOR THE UNION:

\_\_\_\_\_  
UFCW Local 135  
Norman G. Bell, President

\_\_\_\_\_  
UFCW Local 324  
John C. Sperry, President

\_\_\_\_\_  
UFCW Local 1036  
George L. Hartwell, President

\_\_\_\_\_  
UFCW Local 1167  
Bill Sauriol, President

\_\_\_\_\_  
UFCW Local 1428  
Joe Barragan, President

\_\_\_\_\_  
UFCW Local 1442  
Michael A. Straeter, President