

VICENTE FOODS

March 7, 2022- March 2, 2025

Memorandum of Agreement

**UFCW LOCAL 1442
VICENTE FOODS
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into by and between Vicente Foods, hereinafter referred to as "Employer," and UFCW Locals 1442 and 770, chartered by the United Food and Commercial Workers International Union, AFL-CIO hereinafter referred to as the "Union." *The effective dates of this Memorandum of Agreement will be March 7, 2022 to March 2, 2025.*

The employer and the union agree to be bound by and to execute the March 7, 2022 to March 2, 2025 Retail Food, Bakery, Candy and General Merchandise Agreement, (FOOD INDUSTRY CONTRACT) with the following exceptions:

1. ARTICLE 1 — RECOGNITION OF UNION

F. CATEGORIES OF EMPLOYEES — FOOD MARKET

Subparagraph 1. FOOD CLERK

"luncheon meats, hot dogs, lunchables in the wall deli and refrigerated pasta and refunds for food products at the customer service booth" SHALL REMAIN FOOD CLERK WORK. The wall deli section must have 2 food clerks working in that section: the section leader and another food clerk. If one of those individuals is unavailable, another food clerk or GM clerk may assist with those designated items at the request of the section leader or the person in charge of the section in the absence of the section leader.

Subparagraph 2. GENERAL MERCHANDISE CLERK

Add following language: Google or any "Online" grocery program will have their orders prepared by General Merchandise Clerks or Combo Clerks at the GM rate.

Section F.3, Clerk's Helpers. Add:

Clerk's Helper shall be considered casual employees and shall not be covered by the collective bargaining agreement until they have completed twelve full months of employment, if hired before 9/27/2016 OR eighteen full months of employment, if hired after 9/27/2016 and before 7/1/2017 or twenty-four full months of employment if hired after 7/1/2017. If one is still a casual employee after twelve full months of employment or eighteen full months of employment or twenty-four full months of employment or promoted to a General Merchandise Clerk or Food Clerk at any time, they will be considered a permanent employee and all terms of the collective bargaining agreement apply. At the time the employee becomes permanent, his/her seniority date shall be based on his/her original date of hire with the Company.

Casual Clerk's Helpers may perform only Clerk's Helpers duties. Casual Clerk's Helpers may not perform any Food Clerk or General Merchandise Clerk duties as outlined under Article 6.J. In the event of a violation of this provision, the Company shall pay the most senior part-time Food Clerk or

General Merchandise Clerk in the store eight (8) additional hours of pay for each violation of this provision.

The Company agrees that casual Clerk's Helpers shall not be terminated or denied promotion for the purpose of avoiding permanent status. Current Clerk's Helpers within the bargaining unit shall not have their hours reduced or schedules changed as a result of the Company's use of casual Clerk's Helpers.

2. **ARTICLE 3 — DISCHARGE**

A. 5. Add the following new section to read:

"If more than one year (excluding absences for injury, illness or leave) has elapsed since the receipt of a written warning, that written warning will not be sole basis for the next step of progressive discipline."

F. **PROBATIONARY PERIOD** (replace section 1 & 2 with the following)

Probationary period of an employee may be extended for an additional thirty (30) days provided the Company requests such extension, in writing, from the Union prior to the end of the regular ninety (90) day period.

3. **ARTICLE 4 — SENIORITY, TRANSFER AND LAYOFFS**

A. **SENIORITY LISTS**

All part-time Clerks and Clerk's Helpers will sign up prior to the first Monday of January or the first Monday of July, declaring whether they are Available or Self-restricted. A person who is Self-restricted is one that has three (3) or more days of restriction or is a full-time student.

Any person who declares themselves as Available or Self-restricted must remain restricted for a period of not less than six (6) months. If they decide after six (6) months to change their declaration, they must remain in the new declaration for a minimum of six (6) months.

D. **ADDITIONAL HOURS**

Part-time employees on the Available list will be allowed to claim a schedule with more hours from a less senior part-time employee on the Available or Self-restricted list. A Self-restricted employee may only claim a schedule with more hours from a less senior employee on the Self-restricted list. In order to make a claim, an employee must be available for the entire schedule and be qualified to perform the work.

The Company does agree to maximize the number of hours for part-time employees based on seniority and availability. Further, the Company agrees not to resort to flat scheduling or the scheduling of all part-timers with the same number of hours.

J. TRANSFER TO HIGHER CATEGORY

Add the following language to Section three (3):

All Bargaining Unit Clerk's Helpers *as well as employees in classifications other than Food Clerk* with more than one (1) year of seniority shall be considered for promotion to *apprentice clerk, in the case of Clerk's Helper or to Food Clerk, in the case of General Merchandise Clerk*, based upon seniority, qualifications and availability. Any such Clerk's Helper or *General Merchandise Clerk*, who is promoted and subsequently within ninety (90) days is demoted after receiving two bona fide counseling notices based upon "Failure to Perform," shall be unable to exercise their right for consideration for promotion for a six month period since their recent date of demotion without recourse to the grievance procedure.

4. ARTICLE 5 — WORKING HOURS AND OVERTIME

A. FULL-TIME EMPLOYEE

2. FULL-TIME/PART-TIME RATIO

The Employer agrees to maintain a minimum weekly ratio of full-time to part-time scheduled hours for all Food Clerks. Such ratio shall be 60/40; at least 60% of all weekly scheduled hours shall be full-time hours. For example, if the weekly schedule of Clerk's hours is 1,000 hours, then 600 hours must be allocated to full-time employees. This could result in fifteen (15) full-time forty hour shifts or ten (10) full-time forty-eight hours shifts and three (3) full-time forty (40) hours shifts; full-time shifts may be combinations of forty-eight (48) and forty (40) hours shifts, to be decided by the Employer. The Employer agrees that any adjustment from the present full-time/part-time ratio to the 60/40 full-time/part-time ratio will occur through the process of attrition.

B. PART-TIME EMPLOYEE(S)

2. *Food and General Merchandise Clerks* are guaranteed twenty four (24) hours per week. Clerk's Helpers are guaranteed sixteen (16) hours per week. The weekly guarantees apply 52 weeks/ year unless modified by language below.

3. (d) add this language to that section
An employee may voluntarily elect to work less than twenty-four (24) hours per week if mutually agreed to by the Employee, the Company and the Union. In the future said employee may elect again to work twenty-four (24) or more hours by making a written request to the Company, with a copy to the Union, during the months of January and July each year.

(g) All weekly guarantees are predicated upon the employee working as scheduled. Such guarantees for any week in question are waived if the

employee does not complete their assigned work schedule for any reason.

M. WORK SCHEDULE:

Section #1 Contract posting remains on Friday at noon.

Section #2 Delete "unless the weekly rotation of Sunday and night shifts is involved."

Add new subsection as follows: No employee shall be required to work more than one (1) hour past the end of their scheduled shift unless required by unforeseen (or special) circumstances. When practicable, the Employer will notify the employee at least one (1) hour before requiring any employee to stay beyond their scheduled shift

Q. SUNDAY GUARANTEE

Preference Sunday Work.

All full-time and part-time employees shall have the right by seniority to claim Sunday work based upon their qualifications to perform such work.

T. PART-TIME EMPLOYEES — SIXTH DAY. Add:

On a voluntary basis, part-time employees who work on a sixth day, except Sunday, will receive straight-time pay. No part-time employee may be scheduled more than three (3) days each week less than eight (8) hours. The total hours scheduled must be according to seniority with the most senior available part-time employee receiving the most scheduled hours. Only in the event that a less senior employee was called in to work a daily schedule of another employee who was absent or could not complete a shift due to illness, injury or an emergency, may this less senior employee have more total hours for the week than a more senior part-time employee.

5. ARTICLE 6 — WAGES

SECTION A WAGE RATES

See Appendix A

SECTION B PREMIUMS

2. SUNDAY PREMIUMS

a. Clerks — During the term of the Agreement all employees hired prior to March 1, 2004, except Clerk's Helpers, Snack Bar employees and Combination Take-Out Bar employees as described in Article 6 (P) 1 and 5, shall be paid, for all hours worked on Sunday, time and one-half (1 ½) minus one (1) dollar the straight-time hourly rate of pay.

b. Meat Cutters and Wrappers/Meat Clerks — Delete "shall be paid in

accordance with the wage schedule in Appendix I" replace with "shall be paid, for all hours worked on Sunday, time and one-half (1 ½) minus one (1) dollar the straight-time hourly rate of pay," for each covered classification.

- d. Employees hired or promoted on or after March 1, 2004 – Add second sentence to read as follows: "Employees, except Clerk's Helpers, Snack Bar employees and Combination Take-Out Bar employees as described in Article 6 (P) 1 and 5, upon reaching the experienced stage for their classification of employment shall be paid at time and -one quarter (1 ¼) the straight time hourly wage rate for all hours worked on Sunday.

SECTION I

Department Heads – Any employee designated by the employer to manage, order, schedule, oversee or run the department in the absence (over 3 days) of the assigned Department Head shall receive the Department Head rate of pay from day one of the assignment. This language will apply to the Meat, Produce, Service Deli and Grocery Department.

Add a new subsection 5 to read:

"An employee not subject to disciplinary action related to job performance as a department head, may request to voluntarily step down from his position. Management will grant the written request within a reasonable period of time."

Add a new Section as follows:

Section Leaders will be paid a premium of \$0.40 per hour for all hours worked. (Bargaining Note: There are currently 9 section leaders but this premium will only apply to 7 Section Leaders as discussed in negotiations because the other 2 are already above scale.) Designated Assistant Section Leaders will receive the \$0.40 premium for all hours when filling in for their Section Leader who is off work for a week or more. (Bargaining Note: There are 7 designated Assistant Section Leaders as discussed in negotiations.)

J. CLERK'S HELPERS WORKING AT APPRENTICE RATE

(This language replaces the language in the FOOD INDUSTRY CONTRACT)

The union will allow the company to re-institute the Clerk's Helper Training Program with a limitation of ~~ninety-six (96)~~ one hundred and ten (110) hours per week. No Food Clerk or General Merchandise Clerk will be reduced in hours due to the implementation of this program. No Clerk work by Clerk's Helpers will be allowed on Sundays or holidays. All work performed as a Clerk by Clerk's Helpers will be pre-scheduled on a separate schedule. If work is performed without being pre-scheduled, the Journeyperson Food rate will be paid for all hours scheduled for that day, except in the case of Sundays and Holidays in which any Clerk's work performed on those days will require the payment of

eight (8) hours at the Journey person rate of pay.

6. ARTICLE 7 — HOLIDAYS.

A. PERSONAL HOLIDAYS

3. Add: "Clerk's Helpers hired prior to April 22, 2004, will only be eligible for two (2) personal holidays.

4. *Personal holidays may be taken off whenever an employee requests one, subject to the needs of the business being met.*

If several employees ask for the same day off and give the required fifteen (15) day advance notice, seniority will then be the deciding factor.

The Employer will pay all employees on the first payroll of October for the personal holidays by separate checks.

Employees who take off a personal holiday will be scheduled their usual number of hours less the personal holiday time (up to 8 hours). No part-time employee will be scheduled less than twenty-four (24) hours unless by mutual agreement between the Employer and the Employee.

5. If an employee terminates their employment prior to the end of the calendar year and has not earned a personal holiday due to not working over thirty (30) days in a four (4) month trimester but has already taken said personal holiday off, the amount paid for the personal holiday will be subtracted from the employees final vacation and sick leave payoff. This amount will not be subtracted if an employee terminates their employment due to death or a serious illness or injury that causes them to retire, or is laid off.

Section I. – Holidays for Employees hired on or after March 1, 2004. Modify paragraph 1 (a) to provide that employees hired on or after March 1, 2004 shall be entitled to the Christmas Holiday after an employee completes probationary period and the Thanksgiving holiday after completing six (6) months. Further modify to provide that after completing one (1) year of employment under this Agreement, the employee shall be entitled to two (2) more holidays, New Year's Day and 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 year of employment under this Agreement, the employee shall be entitled to Memorial Day.

Eliminate Section I. (1) (e). Section A. (2) shall apply to all employees.

Section I. (1) (f) Modify to provide that no employee shall be required to work on Christmas Day.

C. HOLIDAY WEEK

FOR ALL FULL TIME EMPLOYEES HIRED PRIOR TO MARCH 1, 2004: 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 (1 1/2) the employee's regular rate of pay.

7. ARTICLE 8 - VACATIONS

Vacations - Section C. - Vacations for Employees Hired on or After March 1, 2004, add four weeks of vacation after 15 years.

8. ARTICLE 9 - LEAVES OF ABSENCE

B. FUNERAL LEAVE

FOOD INDUSTRY CONTRACT applies.

9. ARTICLE 11 - JURY DUTY

FOOD INDUSTRY CONTRACT language applies except modify Section E. Change fifteen (15) days to six (6) days and three (3) tours to two (2) tours.

10. ARTICLE 14X - STEWARDS

The Company recognizes the right of the Local Union to appoint no more than two (2) Stewards in the store. The Union will notify the Company of the name(s) of the Steward(s). The company will schedule off without pay the Steward(s), so that they may attend a one-day Steward training seminar per calendar year.

NEW SECTION

ALTERNATIVE DISPUTE RESOLUTION

Vicente Foods may initiate participation in this workers compensation program.

AGREED TO THIS 13th DAY OF JUNE, 2022 Subject to Membership Approval.

FOR THE COMPANY:
VICENTE FOODS

For P
Mike Adams
MIKE ADAMS
PRESIDENT

General Manager
Robert J. Inadatti

FOR THE UNION:
UPCW LOCAL 1442

Michael A. Straeter
MICHAEL A. STRAETER
PRESIDENT LOCAL 1442

John Grant
JOHN GRANT
PRESIDENT LOCAL 770

VICENTE FOOD APPENDIX A

Vicente Foods Wages

GM/MEAT CLERK	Current Hour Current Rates	New Hours	3/7/2022	9/1/2022	3/6/2023	3/4/2024
FIRST 600	\$15.20	First 700	\$16.25	\$16.25	\$16.25	\$16.25
NEXT 600	\$15.30	NEXT 700	\$16.50	\$16.50	\$16.50	\$16.50
NEXT 600	\$15.40	NEXT 700	\$16.75	\$16.75	\$16.75	\$16.75
NEXT 600	\$15.50	NEXT 700	\$17.00	\$17.00	\$17.00	\$17.00
NEXT 600	\$15.60	NEXT 900	\$17.25	\$17.25	\$17.25	\$17.25
NEXT 600	\$15.70					
NEXT 600	\$15.80	NEXT 900	\$17.50	\$17.50	\$17.50	\$17.50
NEXT 600	\$15.90					
NEXT 600	\$16.00	NEXT 900	\$17.75	\$17.75	\$17.75	\$17.75
NEXT 600	\$16.10					
NEXT 800	\$16.20	NEXT 900	\$18.00	\$18.00	\$18.00	\$18.00
NEXT 800	\$16.30	NEXT 900	\$18.25	\$18.25	\$18.25	\$18.25
NEXT 800	\$16.40	NEXT 900	\$18.50	\$18.50	\$18.50	\$18.50
NEXT 800	\$16.50	NEXT 900	\$18.75	\$18.75	\$18.75	\$18.75
Next 800	\$16.60	NEXT 900	\$19.00	\$19.00	\$19.00	\$19.00
10,000	17.37	10,000	\$19.37	\$19.37	\$20.37	\$21.62
18.47	18.47		\$20.47	\$20.47	\$21.47	\$22.72

Effective 9/1/22 \$500 bonus for all GMCs who have reached 8th anniversary & thereafter GMC rate as of 9/1/22*

*** Thereafter and above increases are retroactive to contract expiration in March.

FOOD CLERK	Current Hour Current Rates	New Hours	3/7/2022	3/6/2023	3/4/2024
FIRST 1000	\$15.40				
NEXT 1000	\$15.50	NEXT 900	\$16.45	\$16.45	\$16.45
NEXT 600	\$15.60				
NEXT 600	\$15.70	NEXT 900	\$16.70	\$16.70	\$16.70
NEXT 600	\$15.80	NEXT 900	\$16.95	\$16.95	\$16.95
NEXT 600	\$15.90	NEXT 900	\$17.20	\$17.20	\$17.20

NEXT 600	\$16.00	NEXT 900	\$17.45	\$17.45	\$17.45
NEXT 600	\$16.10	NEXT 700	\$17.70	\$17.70	\$17.70
NEXT 600	\$16.20	NEXT 700	\$17.95	\$17.95	\$17.95
NEXT 600	\$16.30	NEXT 700	\$18.20	\$18.20	\$18.20
NEXT 600	\$16.40	NEXT 700	\$18.45	\$18.45	\$18.45
NEXT 600	\$16.50	NEXT 700	\$18.70	\$18.70	\$18.70
NEXT 600	\$17.50	NEXT 600	\$18.95	\$18.95	\$18.95
NEXT 600	\$18.50	NEXT 600	\$19.50	\$19.50	\$19.50
NEXT 600	\$19.50	NEXT 600	\$20.50	\$20.50	\$20.50
NEXT 600	\$22.50	NEXT 600	\$24.50	\$25.50	\$26.75
10400	\$22.90	10400	\$24.90	\$25.90	\$27.15
THEREAFTER			\$25.90	\$26.90	\$28.15
DEPT HEAD					

*** Thereafter and above increases are retroactive to contract expiration in March.

Meat Cutter	Current Rates	3/7/2022	3/6/2023	3/4/2024
1st 6 months	\$15.20	\$16.45	\$16.45	\$16.45
Next 6 month	\$15.30	\$16.70	\$16.70	\$16.70
Next 6 month	\$15.56	\$17.00	\$17.00	\$17.00
Next 6 month	\$17.78	\$18.00	\$18.00	\$18.00
Next 6 month	\$23.78	\$24.00	\$24.00	\$24.00
	\$24.18	\$26.18	\$27.18	\$28.43
	\$25.18	\$27.18	\$28.18	\$29.43
Thereafter				Total \$4.25
Department				
Manager				

*** Thereafter and above increases are retroactive to contract expiration in March.

Clerks Helper	Current Rates	3/7/2022	3/6/2023	3/4/2024
1st 3 months		\$16.15	\$16.15	\$16.15
Next 3 months		\$16.25	\$16.25	\$16.25
After 9 months		\$16.35	\$16.35	\$16.35
				Total \$1.05

*** Thereafter and above increases are retroactive to contract expiration in March.