

# **CONTRACT**

---

**BETWEEN**

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1442**

**AND**

**3 BOB'S MARKETS, INC.**

**SEPTEMBER 30, 2024 - SEPTEMBER 30, 2027**



This Agreement is made and entered into by and between 3 Bob's Markets, Inc., referred to hereinafter as the "Employer," and United Food & Commercial Workers Union Local 1442, chartered by the United Food and Commercial Workers International Union, AFL-CIO, referred to hereinafter as the "Union."

It is the intent and purpose of the Employer and the Union to promote and improve labor/management relations between them and to set forth herein the basic terms of agreement covering wages, hours, and conditions of employment to be covered and to provide for the orderly settlement of disputes between the parties to this Agreement.

## **ARTICLE I**

### **RECOGNITION OF THE UNION**

#### **A. RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative with respect to work, rate of pay, hours and all other terms and conditions of employment for all employees in the appropriate single bargaining unit herein defined:

**INCLUDED:** All full-time and regular part-time employees, including assistant managers, clerks, cashiers and scan coordinators employed by the Employer at its store located at: 1650 Ocean Park Boulevard, Santa Monica.

**EXCLUDED:** All store managers, produce buyers, meat department employees, office clerical employees, clerk's helpers, truck drivers, janitors, guards, liquor supervisors and supervisors as defined in the Act.

#### **B. BARGAINING UNIT WORK**

1. It is understood that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. The Employer agrees that any employees performing bargaining unit work as set forth in this Agreement within its establishments shall be members of a single overall bargaining unit, and the Employer will at all times exercise and retain full control of the terms and conditions of employment within its establishments of all such employees pursuant to his Agreement and shall not enter into or maintain and enforce any lease or other agreement inconsistent with the provisions hereof.

2. The Employer will not subcontract work currently performed by bargaining unit employees.

a. Persons employed by suppliers and/or vendors shall be permitted to service the Employer's premises without restriction in the areas of delivery and stocking service for the following categories of merchandise:

- (1) All bakery or bread products
- (2) Potato chips, corn chips and other snack items
- (3) Candy
- (4) Housewares and household products
- (5) Beauty aids



b. Notwithstanding anything to the contrary in this Agreement, all subcontracted services, leased department work, vendor or display services currently being performed by individuals not employed by the Employer shall be deemed non bargaining unit work.

## **ARTICLE II**

### **EMPLOYMENT PROCEDURES AND UNION MEMBERSHIP**

#### **A. PRESENT UNION MEMBERS**

All present employees covered by this Agreement who are members of the Union as of the date of execution of this Agreement shall, as a condition of employment remain members of the Union in good standing.

#### **B. FUTURE UNION MEMBERS**

All present employees covered by this Agreement who are not members of the Union as of the date of execution of this Agreement and all employees covered by this Agreement who are hired thereafter, or promoted to a bargaining unit position, shall, as a condition of continued employment, become members of the Union by the thirty-first (31<sup>st</sup>) day from the date of hire, date of execution, date of transfer to a bargaining unit position, or effective date of this Agreement, whichever is later, and thereafter remain members of the Union in good standing.

#### **C. MEMBERSHIP OBLIGATION - SEVEN DAY NOTICE**

The Union will advise the Employer in writing to terminate an employee when such employee has failed to become and/or remain a member in good standing as required above. Upon receipt of such written notice, the Employer will remove the employee from the next weekly posted schedule. Failure by an employee to furnish written proof of being in good standing prior to the posting of the following weekly schedule will result in termination of the employee.

A person who has been removed from the work schedule as result of such written notice from the Union, will have no right to be restored to the work schedule for the week they have been removed regardless of when proof of being in "good standing" is presented.

In the event the Employer is subjected to any legal action, claim or grievance as a result of acting in reliance upon the written direction of the Union to remove an employee from the work schedule and/or terminate such an employee if they fail to produce written proof of being a member in good standing, the Union will indemnify the Employer for any costs, judgments or attorneys fees incurred as a result of such act.

The parties further agree that in the event the Union should err in directing the Employer to remove an employee from the schedule and/or terminate such employee, the Union may advise the Employer in writing of such error within six (6) months from the removal of the employee and the Employer will reinstate the employee effective with the next posted schedule. In reinstating the employee, the employee will retain her/his original seniority date and the Employer will not be responsible or liable for any lost wages or other benefits.

#### **D. HIRING OF NEW EMPLOYEES**

When new or additional employees are needed, the Employer may notify the Union of said need. The Employer reserves the right to select the particular applicant to be hired, but there shall be no discrimination against any applicant by reason of membership or non membership in the



Union.

E. UNION NOTICE

The Employer agrees to notify the Union in writing, within seven (7) days from the date of the first employment or resignation, of any employees subject to this Agreement. For New Hires, the name of such employee, their mailing address, phone number, store location, social security number, the position for which employed, the date of first employment, and the rate of pay at which the person is employed.

F. PROBATIONARY EMPLOYEES

All full-time employees shall be considered probationary employees during the initial forty-five (45) days of their employment and shall have no seniority status during said period but shall receive wages at the contract rate provided for their respective classification and their rights and duties shall in all other respects be governed by the terms of this Agreement. All part-time employees shall be considered probationary employees during the initial sixty (60) days of employment.

G. NONDISCRIMINATION

The Union and the Employer agree not to discriminate against any person in regard to application for employment or hire nor any employee in regard to tenure of employment or job status because of race, creed, religion, color, national origin, age, sex or physical handicap.

**ARTICLE III**  
**DISCHARGE AND DISCIPLINE**

A. PROBATIONARY EMPLOYEES

The Employer may at its discretion discharge any probationary employee, as defined in Article II, Section F of this Agreement. Such discharge is not subject to the grievance and arbitration procedure set forth in Article XIII.

B. GOOD CAUSE

The Employer shall not discharge any non-probationary employee except for good cause.

C. WARNING NOTICE

1. Employees who are discharged for incompetency or failure to perform work as required (including absenteeism or tardiness) shall have at least two (2) prior written warning notices. An employee receiving a warning notice shall be required to sign such notice to acknowledge receipt only. Signing of a warning notice will not constitute agreement with the contents of such notice.

2. A copy of any warning notice issued to an employee will be sent to the Union within seven (7) days of issuance.

3. Any employee who feels a warning notice is unfair or unwarranted shall have fifteen (15) days after issuance of such notice to file a grievance concerning such notice.

4. Warning notices shall become null and void after twelve (12) months.



D. DISCHARGE AND LAYOFF PROCEDURE

Upon discharge or layoff of any employee, other than a probationary employee, written notice of the action will be furnished to the employee. In the case of discharge, the specific cause for discharge shall be specified. A copy of such notice shall be sent to the Union within three (3) working days excluding weekends and holidays.

Any employee believing they have been discharged unjustly or laid off improperly shall have seven (7) days from the date of such action to file a written grievance as set forth in Article XIII. Failure to file such written grievance within seven (7) days will be deemed a waiver of the right to grieve such discharge of layoff.

E. NOTICE OF GRIEVANCE

Upon receipt of a written grievance relating to discharge or layoff, the Union will have eight (8) days to file, in writing, such grievance with the Employer. Failure to file with the Employer within (15) days of the date of the alleged wrongful act will be deemed to be a waiver of the right to grieve the matter.

**ARTICLE IV**  
**WORKING HOURS AND OVERTIME**

A. DEFINITION AND GUARANTEE: FULL-TIME/PART-TIME EMPLOYEES

1. Full-time Clerks and Cashiers. A full-time employee is guaranteed forty (40) hours in a work week, consisting of five (5) eight (8) hour days per workweek, or four (4) ten (10) hour days per workweek. In any week in which a recognized holiday occurs, the employee shall be guaranteed four (4) eight (8) hour days or three (3) ten (10) hour days, exclusive of the holiday, when said employees work as scheduled or required. A full-time employee scheduled to work on a sixth or fifth day, respectively, in a work week shall be guaranteed at least one-half of their regular shift (4 hours or 5 hours as appropriate).

2. Any employee may voluntarily choose to work less than any of the guarantees.

3. A full-time employee is one who is hired to work forty (40) hours per week or works forty (40) hours per week for ten (10) consecutive weeks. A part-time employee's assignment to temporary vacancies caused by vacation, illness, injury or leave-of-absence, shall not result in the employee being defined as a full-time employee.

4. Part-time Employee. A part-time employee is defined as one who works less than forty (40) hours in a workweek. All part-time employees, after six (6) months of employment will be guaranteed twenty-eight (28) hours per week. Employees may work less hours per week by mutual consent between the employee and the Employer with a notice to the Union. During the last week of March, effective the first Monday in April, and during the last week of September, effective the first Monday in October, an employee will declare, in writing, that s/he wants to work less than twenty-eight (28) hours per week, This declaration must be renewed every six (6) months, with a copy sent to the Union.

5. Food Clerk. All bargaining unit work shall be performed by employees in the food clerk classification. Managers or owners may fill in only during emergencies or relief, but will not be scheduled to work shifts than can otherwise be assigned to bargaining unit employees.



6. Scan Coordinator. In addition to performing food clerk work, will verify prices of items in the computer with those prices posted on the shelf.

7. Clerk's Helper. A clerk's helper is an employee whose duties do not include any of the work of a regular clerk. Clerk's helpers may perform cleanup work. Clerk's helpers may keep the checkstands stocked with supplies, such supplies not to include merchandise on sale. Clerk's helpers may handle merchandise after it has become the property of the customer and may also assist the checker or cashier in moving merchandise from the baskets or pushcarts and may return them to the market and may keep the parking lot orderly and free from refuse. Clerk's helpers may carry empty bottles to a collection point, sort and account for same and may also carry refuse to a point of disposal. Clerk's helpers may hang signs, and their duties include breaking up, removal and baling of cartons. **Clerk's helpers are excluded from the bargaining unit for the duration of Collective Bargaining Agreement.**

**B. WORKDAY, WORKWEEK, AND ALTERNATIVE WORKWEEK**

1. Basic Workday. The basic day's work shall be eight (8) hours, to be worked within nine (9) consecutive hours with an uninterrupted one (1) hour off for a meal. No eight (8) hour employee shall be scheduled for more than five (5) hours or less than three (3) hours before a meal period. Notwithstanding the above, deviation in the lunch period may be made upon mutual agreement between the employee and the Employer. No employee shall be required to work a split shift, unless mutually agreed to by the employee and the Employer.

2. Basic Workweek. The workweek shall be Monday through Sunday.

3. Alternative Workweek. As an alternative to the workweek and other conditions set forth in this Article IV, the Employer may schedule any portion of its full-time work assignments on ten (10) hour days. In the event the Employer schedules a workweek of four (4) shifts of ten (10) hour days, the following conditions shall apply:

a. No employee will be required to accept a ten-hour, four-day workweek schedule. However, once an employee has agreed to such schedule and the schedule is posted for the week, the employee will be required to complete the workweek.

b. The guaranteed workweek is to be forty (40) hours of work to be performed in four (4) days. Employees who are scheduled for such alternative workweeks will have at least two (2) consecutive days off during the workweek.

c. Overtime will be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for:

- (1) All hours worked in excess of forty (40) hours per week;
- (2) All hours worked in excess of ten (10) hours per day, but less than twelve (12) hours per day;
- (3) All hours worked in excess of twelve (12) hours in any one shift will be paid at two (2) times the employee's regular straight -time pay.



d. A full-time employee not working on a holiday shall receive ten (10) hours pay for the holiday, but such time shall not be included in calculating the employee's workweek for overtime purposes.

4. Holiday Preference. In the event the Employer opens for business on any of the holidays named herein, part-time food clerks shall be scheduled to work on said holidays the number of hours normally scheduled on the day of the week that the holiday occurs.

C. LEGAL PROCEEDINGS

Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances in legal proceedings at the request of the Employer.

D. CONSECUTIVE DAYS WORKED

Where a five (5) day, full-time employee is scheduled to work more than eight (8) consecutive days in any combination of workweeks, said employee shall receive time and one-half (1½) (or such higher premium as may apply) for all time worked after the eighth (8<sup>th</sup>) consecutive day, until such time as her/his consecutive days of work have been interrupted by a prescheduled day off. The above shall not apply to regularly scheduled six (6) day employees, Provided that overtime and/or premium rates are paid where applicable.

E. WORK SCHEDULE

1. The Employer agrees to keep in each store a weekly schedule in ink, or other permanent type, of working hours for all employees. Such schedule shall show the name of each employee (first name, last initial or first initial, last name), starting time, quitting time and days off. It is further agreed that the Employer shall post such schedule not later than 5:00 p.m. on Thursday, prior to the week the change is to become effective and no changes shall be made in the schedule of any employee following its posting, except to meet scheduling needs caused by illness, injury, discipline and seniority grievances. All employee requests for days off must be turned in by Wednesday. Such schedule shall be posted on the bulletin board or at a place where all employees and representatives of the Union may observe same at all times during the workweek. An employee shall be guaranteed pay for the specific days in a workweek upon which s/he is scheduled to work provided s/he is available for such work except for reason not within the control of the Employer such as failure of utilities, acts of God, governmental action or emergencies. An employee who voluntarily decides not to work scheduled hours shall not be paid for those hours not worked. In the event a new schedule is not posted by 5:00 p.m. Thursday, the previous week's schedule shall apply.

2. Shift Intervals. In formulating the work schedule of any employee, a minimum of ten (10) hours shall have elapsed between two (2) consecutive work shifts, unless mutually agreed to by the Employer and the employee. However, this provision shall not apply to an employee predesignated on the work schedule by the store manager to act in his absence, nor shall it apply in the event of emergencies. In no event will an employee be scheduled or required to work with less than eight (8) hours between shifts, except in the case of an emergency.

3. Sixth or Seventh Day. No employee shall be required to work seven (7) days in any workweek. It shall not be a violation of this contract, nor shall it constitute cause for discharge, if said employee declines to work on the sixth (6<sup>th</sup>) day, unless scheduled to work on such day.



F. OVERTIME AND PREMIUM

1. Overtime. The overtime rate of pay of time and one-half ( ½ ) the employee's regular hourly rate of pay for the day shall be paid for the following work:

- a. All hours worked in excess of eight (8) hours during a workday, or in excess of ten (10) hours for full-time employees working four (4) ten (10) hour days.
- b. All hours worked in excess of forty (40) hours in a workweek.
- c. All hours worked on the sixth (6<sup>th</sup>) scheduled day in a workweek. (Part-time employees).
- d. A full-time employee may be scheduled to work six (6) days in any workweek. In that event, and in addition to the guarantee of five (5) eight (8) hour days, s/he shall be guaranteed a minimum four (4) hours work for such sixth (6<sup>th</sup>) day, as long as such sixth (6<sup>th</sup>) day is not Sunday. The four (4) hour day need not be the actual sixth (6<sup>th</sup>) day of work, but may be, at the Employers discretion, any one of the six (6) days in the weekly work schedule, other than Sunday. Time and one-half (1½) shall be paid on such day if the employee is scheduled to work less than eight (8) hours and contingent upon the employee's completion of her/his schedule, provided that all time over eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, shall be paid at the overtime rate.

G. PREDESIGNATED DAY OFF GUARANTEE

Whenever any full-time employee is called in for work on her/his predesignated day off, said employee shall be guaranteed a full day's work at the overtime rate of time and one-half (1½ ) or the premium rate, whichever is applicable, provided that such employee works their full schedule for the week, unless absent due to certified illness or injury. Hours worked on such predesignated days off shall not be counted for the purpose of computing weekly overtime. Such predesignated days off, worked or not worked, shall interrupt the continuity of consecutive days worked.

Part-timers scheduled five (5) days and called in on their prescheduled day off will be paid time and one-half (1 ½ ) on such day, contingent on the completion of their schedule for that week.

**ARTICLE V**  
**HOLIDAYS**

A. PAID HOLIDAYS

1. The Employer agrees that the following days shall be considered holidays and granted without reduction in pay:

- |                              |                            |
|------------------------------|----------------------------|
| <i>New Year's Day</i>        | <i>Labor Day</i>           |
| <i>Washington's Birthday</i> | <i>Thanksgiving Day</i>    |
| <i>Memorial Day</i>          | <i>Christmas Day</i>       |
| <i>Independence Day</i>      | <i>Employee's Birthday</i> |
| <i>Personal Holiday</i>      |                            |

2. When A holiday falls on a Sunday, the following Monday will be observed.

3. Employees shall give the Employer notice of the birthday at least two (2) weeks prior to the week in which the birthday occurs. Such birthday holiday shall be observed on the actual day of the birthday or on another day mutually agreeable to the employee and the Employer during the week of, or the week preceding



or the week following the week of the employee's birthday. If an employee's birthday falls during the week of any of the other recognized holidays, the employee shall observe her/his birthday holiday during the week immediately preceding or the week immediately following said recognized holiday, unless one of those weeks contains a recognized holiday in which event the employee shall observe her/his birthday holiday during the week immediately preceding or immediately following the week(s) of such recognized holidays, otherwise the employee will be considered to have worked on a holiday and shall be compensated in accordance with the provisions of Section B below.

An employee who fails to give the Employer the contractually required notice of her/his birthday in a timely manner, who would otherwise have qualified for holiday pay for her/his birthday shall, at the Employer's option, be given a mutually agreeable day off with holiday pay or be paid the hours of holiday pay that s/he would otherwise have qualified for within thirty (30) days after said employee's request. Hours of holiday pay that are paid in accordance with these provisions in lieu of a day off shall neither be considered a day and/or hours worked for the purpose of computing weekly overtime under this Agreement.

4. To be eligible for a "personal holiday," the employee must have completed one full year of service on or before January 1 of the calendar year.

Each eligible employee will be entitled to a Personal Holiday in each calendar year (January through December). Eligible employees shall give the employer 30 days notice of their desire to take their Personal Holiday and the employer shall notify the employee within ten (10) days thereafter whether or not the holiday has been approved. The employer reserves the right to limit the number of employees off on a personal holiday, subject to operational needs. Employees who fail to take their personal holiday during a calendar year will be paid an extra day's pay in January of the following calendar year.

5. Payment of Personal Holidays for part time employees will be as set forth in Article V.C.2.

6. A probationary employee will not be entitled to pay for time not worked on the holiday.

**B. HOLIDAY PREMIUM**

Work on holidays shall be compensated for at two (2) times the straight-time hourly rate of pay for all hours worked. Said double-time shall include any premium pay or overtime that may be applicable, and includes pay for the holiday itself.

**C. HOLIDAY WEEK SCHEDULE AND HOLIDAY PAY**

1. 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. Full-time employees working four (4) ten (10) hour days will receive ten (10) ten (10) hours pay for the holiday in addition to three (3) ten (10) hour days. All time worked over the thirty-two (32) hours for regular eight (8) hour employees or over thirty (30) hours for regular ten (10) hour employees, exclusive of the holiday, shall be paid for at the rate of time and one-half (1 ½ ) the employee's regular rate of pay, except when Sunday is worked, and in that event, the higher rate shall apply.

2. For the purpose of calculating holiday pay for eligible part-time employees, such pay will be based on the average number of hours the employee worked on the day of the week that the holiday falls for the four week period prior to the holiday. In calculating holiday pay for Christmas and New Year's, the



same four (4) week period will be utilized for both holidays, i.e., the 4 weeks prior to Christmas.

This formula will be utilized for part-time employees on an authorized vacation that contains a holiday for which the part-time employee is otherwise eligible for holiday pay.

**D. REQUIREMENTS**

No full-time eligible employee shall receive pay for any holidays not worked unless such employee has reported for work on their scheduled workday 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 the Employer, and also in case of certified illness, provided the employee has worked during the holiday week. This formula will be utilized for part time employees on an authorized vacation that contains a holiday which the part time employee is otherwise eligible for holiday pay.

**E. VOLUNTARY CLOSING**

When the Employer voluntarily closes her/his store to the public on any holiday other than those set forth in Section A above, it is agreed that the employees shall suffer no reduction in straight-time weekly earnings on account of such closing. Neither shall the employees suffer a reduction in straight-time weekly earnings in the event the Employer chooses to close her/his store in memory of or in tribute to any individual or event.

**F. HOLIDAY GUARANTEE**

1. Full-time employees scheduled to work on a holiday shall be guaranteed eight (8) or ten (10) hours work on such holiday. A part-time employee will be scheduled to work on a holiday for a number of hours not less than those usually worked by her/him on the day on which the holiday falls.

2. The eight (8) hour guarantee shall be deemed to have been complied with if less than an eight (8) hour shift is worked on the holiday, but said hours are part of an eight (8) hour shift which includes hours on either the day before or the day after the holiday. Hours worked during the twenty-four (24) hour period of the holiday shall be compensated at the double-time rate of pay and each hour so compensated shall apply toward the eight (8) hour holiday guarantee.

3. In those stores open for less than nine (9) hours on holidays, full-time clerks who have been scheduled for four (4) eight (8) hour days will be permitted to work less than eight (8) hours on the holiday, but will be guaranteed the number of hours the store is open, less a lunch hour if the shift exceeds six (6) hours. Such Clerks shall receive no less than five (5) hours pay at the holiday premium rate. If said employees perform work before the store opening and/or after the store closing, the eight (8) hour guarantee at the holiday premium rate of pay shall be compensated at the holiday premium rate of pay. This exemption from the holiday guarantee shall apply to full-time clerks only, unless no full-time clerks are available.

**G. HOLIDAY SCHEDULING**

Work can be performed on any of the designated holidays. Two (2) weeks before a holiday the Employer will post a list for employees to indicate their preference to work. In the event an insufficient number of employees indicate a preference to work, the Employer may assign shifts in inverse seniority based on qualifications by classification. It is understood and agreed that no employee will be scheduled to



work two (2) consecutive holidays or on both the Thanksgiving and Christmas holidays based on inverse seniority.

## **ARTICLE VI**

### **WAGES**

A. See attached - Appendix A

B. **NON PYRAMIDING**

There shall be no pyramiding or combination of one premium pay with another or of premium pay with overtime pay but only the highest applicable rate shall be paid. Overtime shall be computed on the base straight-time hourly rate.

C. **APPRENTICESHIP - PROGRESSION RATES**

1. **Clerks, Cashiers, Scan Coordinator, Clerk/Cashier Combos & Produce Clerks:**

There will be three (3) six (6) month brackets prior to reaching Journey person.

2. **Assistant Manager, Produce Manager, Grocery Manager:**

Under this Agreement, there shall be two (2) nine (9) month progression periods, in order to reach the journey person rate for these categories.

D. **SUNDAY PREMIUM**

**Sunday Premium** - \$.75 per hour for a Journey person and all employees with one or more years of employment. "A key person assigned to work on Sundays is entitled to receive Sunday premium, in addition to Key premium, for all hours worked on Sundays, providing they are otherwise eligible for Sunday premium."

E. **KEY PERSON PREMIUM**

The employer reserves the right to designate an employee in the clerk's classification as a key person for the purpose of opening and closing a store location or for the purpose of being in charge of a store location for a designated period of time. Except in the case of emergency or unexpected absence of a manager or assistant manager, the weekly schedule will show the individual designated as such key person and the time period the clerk is to be so designated.

Any employee designated as a key person will receive an additional fifty cents (\$.50) per hour for all time so designated. In the event an employee is designated as a key person in excess of one-half (1/2) of the regular scheduled shift or acts in that capacity over one-half (1/2) of their scheduled shift, the fifty (\$.50) cent premium will be paid for the entire shift.

F. **NO REDUCTION**

The Employer agrees that no employee shall suffer any reduction in rates by reason of the signing of this Agreement. No employee receiving hourly rates in excess of the rates herein shall be replaced by another employee at a lesser hourly rate for the purpose of avoiding any of the provisions of this Agreement.



G. INJURY ON THE JOB

When an employee is injured on the job, there shall be no deduction from the employee's pay for the day on which the employee was injured and reported for medical care. When such employee returns to work following the injury, and is certified as ready and able to perform all regular duties, but required medical treatment as a result of the same injury, the Employer will endeavor to adjust the employee's work schedule to provide both the time for medical care and the number of hours for which the employee is regularly scheduled to work per workweek for a period of two weeks.

**ARTICLE VII**  
**VACATIONS**

A. FULL-TIME EMPLOYEES

1. One Year. All full-time employees who have been continuously employed by the Employer for one (1) year shall receive one (1) week's vacation with full pay, subject to Paragraph D.

2. Two Years. All full-time employees who have been continuously employed by the Employer for two (2) years shall receive two (2) weeks vacation with full pay.

3. Seven Years. All full-time employees who have been continuously employed by the Employer for seven (7) years shall receive three (3) weeks vacation with full pay.

4. Fifteen Years. All full-time employees who have been continuously employed by the Employer for fifteen (15) years shall receive four (4) weeks vacation with full pay.

5. Full Pay Defined. The term "full Pay" shall be defined as forty (40) hours pay at the employees's straight-time hourly rate which was in effect at the time her/his vacation became due.

B. PART-TIME EMPLOYEES

Part-time employees shall be entitled to vacation pay on each anniversary date of their employment, prorated on the basis of the average straight-time hours worked during the preceding year, according to the vacation formula set forth above.

C. PRO RATA

Upon termination of employment for any reason other than discharge for proven or admitted dishonesty, an employee shall receive whatever vacation pay is due, prorated on the basis of the number of straight-time hours worked, provided that the employee has been in the continuous employ of the Employer for six (6) months or longer. Said vacation pay shall be prorated according to the ratio that the straight-time hours actually worked bear to 2,080 hours. The forfeiture of vacation pay for proven or admitted dishonesty shall not be retroactive beyond the employee's last anniversary date.

1. Employees whose employment is terminated and who have been in the continuous employ of the Employer more than six (6) months, but less than twelve (12) months shall receive prorated vacation only where termination of employment is due to a layoff.



2. Any employee who has been in the employ of the Employer for twelve (12) consecutive calendar months, but not to exceed eighteen (18) consecutive calendar months, shall upon termination of employment be entitled to receive a pro rata of her/his earned vacation on the basis of one (1) workweek consisting of forty (40) hours at straight-time pay for all straight time hours actually worked in the months for which no vacation has been paid.

3. Where an employee has been in the employ of the same Employer in excess of eighteen (18) consecutive calendar months, s/he shall receive upon termination, a pro rata of accrued vacation pay on the basis of eighty (80) hours at straight-time pay for all straight time hours actually worked in the months for which no vacation has been paid.

4. Where an employee who has been in the employ of the Employer in excess of seven (7) or fifteen (15) consecutive years shall receive, upon termination, a pro rata of accrued vacation pay on the basis of one hundred and twenty (120) or one hundred and sixty (160) hours respectively of straight-time hours actually worked for which no vacation has been paid.

D. ABSENCE

Full-time employees absent from work for up to 200 hours within an anniversary year shall be eligible for full vacation pay. In the event that an employee is absent from work in excess of 200 hours in an anniversary year, vacation pay shall be prorated according to straight-time hours actually worked.

E. VACATION SCHEDULE

1. Vacation periods shall be fixed by the Employer to suit the requirements of the business. A vacation schedule will be posted in January each year to permit employees to indicate their desired vacation period. Employees **pre-designating** their desired vacation, will receive preference by the Employer in setting their vacation schedule and meeting business needs. In the event of conflict, the employer will attempt to resolve the conflict between the employees. If not possible, the most senior will have preference. **Otherwise** all vacation periods must be requested and approved at least thirty (30) days in advance of the vacation time requested. In the case of conflict between the employees, the Employer will attempt to resolve the conflict between the employees. If not possible, preference will be given in the following order: (1) date of request; and (2) seniority of employee.

Vacation period will be unbroken unless by mutual consent between the employee and the Employer or required by the store management to meet their business needs.

F. NOT CUMULATIVE

Vacations may not be cumulative from one year to another.

G. HOLIDAY DURING VACATION

Full-time employees may elect to receive pay for a holiday falling during a scheduled vacation or an additional paid day off. Such election must be made at least two (2) weeks prior to the scheduled vacation period. Any employee failing to notify the manager, in writing, of electing an additional day off will receive pay only.

H. PAYMENT DATE



The Employer shall pay the employees the vacation pay accrued during the employee's anniversary year, on the first pay day closest to the employee's anniversary date, The payment of an employee's vacation pay shall be by separate check or computed at the same tax rate schedules as the computation of regular wages per week.

## **ARTICLE VIII** **SICK LEAVE PAY**

### **A. FULL-TIME**

All employees will be eligible for sick leave pay on their first and succeeding anniversary dates. Full-time employees will be eligible for a maximum of five (5) days pay (40 hours) if they worked qualifying hours.

### **B. PRO RATA**

Full-time and part-time employees will receive sick leave pay based on the same formula used to determine their vacation pay.

Employees who are laid off or who are unable to return to work from a leave of absence, covered by this Agreement, will receive pro rata sick pay.

Employees who voluntarily quit or who are discharged for proven or admitted dishonesty forfeit sick leave pay.

### **C. SICK PAY DEFINED**

For the purpose of this Section, sick pay shall mean pay at the employee's regular classification rate at the time payment is made. Unused Sick pay shall be paid on the first pay day of the week following the Employee's anniversary date.

## **ARTICLE IX** **SENIORITY**

### **A. DEFINITION**

Seniority shall be determined on the basis of length of employment with the Employer. Seniority shall apply by classification.

### **B. REDUCTION OF HOURS AND LAYOFF AND RECALL**

The principal of seniority shall apply in the case of reduction of hours or layoff and recall (that is, the least senior employee shall be the first to be reduced in hours or laid off, whichever the case may be) provided that the senior employee has the qualification for the job.

Employees who are laid off by seniority due to lack of work shall have seniority rights in recall for jobs subsequently available from the Employer prior to the hiring of new employees.



C. PROMOTION

1. When a full-time clerk position is available, the part-time clerks shall be given the first opportunity for the position, based on the employee's seniority, qualifications and availability for the hours of the position. "This language will include full time employees who have voluntarily reduced themselves to part-time, unless the reduction was mutually agreed to in writing by management, the employee and the Union to be a temporary reduction.

2. Clerks helpers will become candidates for promotion to clerk or cashier position upon making application to management after one year of employment.

3. An employee who has been promoted to a higher classification shall have a trial period of not less than ninety (90) calendar days. During such ninety (90) day trial period, the employee shall be given thorough instruction and proper training in the new job or classification and shall be given an evaluation each thirty (30) days from the date of the promotion.

D. PART-TIME SCHEDULING AND STATEMENT OF AVAILABILITY

The Employer shall schedule all part-time work in the store to part-time employees in accordance with their seniority, i.e., the most senior qualified employees shall receive the maximum number of hours of work per week to the extent it recognizes the Employer's right to meet the necessities for part-time employees under Article IV, Section A-4 of this Agreement, and the availability of the employees. Part-time employees shall maintain a current record with the Employer of their available hours and days of employment.

E. SHIFTS

Any grievance arising out of scheduling must be presented by 5:00 p.m. on Saturday of the week the schedule is posted, otherwise the employee will be deemed not to have a valid grievance.

F. REINSTATEMENT

1. The last employee(s) laid off, due to lack of business, shall be the first recalled for available work in that classification if said employee(s) presents themselves for work within seventy-two (72) hours, excluding Saturday and Sunday, from the postmarked date of a certified or registered letter to the employee's last known address. Failure of such employee to present themselves within the seventy-two (72) hour period shall terminate their seniority, providing such notice sets forth the seventy-two hour time requirement.

2. An employee who has been reduced to part-time employment because of lack of business or for medical reasons, must be offered the first available full-time job, provided they have the ability to perform the job.

G. LOSS OF SENIORITY

No employee shall suffer loss of seniority unless s/he:

1. Is discharged for just cause;
2. Resigns or voluntarily quits;
3. Is absent from work for more than twelve (12) consecutive months due to a layoff;
4. Fails to return to work in accordance with the terms of a leave of absence or when recalled after a layoff.



**ARTICLE X**  
**LEAVES OF ABSENCE**

**A. LEAVES OF ABSENCE**

**1. Pregnancy, Illness and Injury**

The Employer agrees to grant to any employee who has been with the Company for six (6) months or more, a leave of absence for certified illness and/or non-industrial injury up to four (4) months. The Employer further agrees to grant to any employee a leave of absence for pregnancy, not to exceed from (4) months. "Employees who have been employed one (1) year or more may be granted a leave of absence for an additional four (4) months for illnesses or injuries that are considered to be life threatening. 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.

**2. Other Purposes**

At the request of the employee, the Employer may grant a leave of absence without pay for other purposes. The terms and conditions of all leaves of absence shall be set forth in writing.

(a) Death in Family The Employer shall grant an automatic leave of absence without pay, 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 2 (b) below). 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 of the commencement of the leave. Employer may request verification of the need of such leave.

(b) Funeral Leave Leave for all employees will be (2) days with pay. Verification of time required for such paid leave shall be supplied to the Employer by the employee if requested. Immediate family shall be defined as the employee's spouse, registered domestic partner grandparents (in immediate family), child, grandchild, mother, father, brother, sister, mother and father of the current spouse, or other relative living in the employee's home.

(c) Leave to Care for Family Member The Employer shall grant an authorized leave of absence without pay for a maximum of sixty (60) days to an employee who has been employed one year or more or a Family and Medical Leave Act leave if eligible for the purpose of the employee to care for a member of the employee's immediate family as defined in (b) above, provided that the employee furnished to the Employer medical certification indicating the need for such care and the expected duration of such need. During such leave, the employee's medical insurance will be continued without interruption for said period, subject to the employee's regular monthly premium contribution.

**3. Leave Requests**

All request for leaves of absence must be in writing.



#### 4. Seniority After a Leave

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 Company with full seniority to a position comparable to the one s/he held immediately prior to such leave of absence, provided that the employee is physically able to efficiently perform work comparable to that which s/he performed prior to such leave of absence. In restoring such employee to employment with full seniority, no employee, who has actually worked a longer period of time for the Employer than the absentee has worked, shall be replaced.

### **ARTICLE XI** **HEALTH INSURANCE COVERAGE**

- A. The Employer agrees to maintain for the benefit of all eligible employees, the Kaiser Plan for health insurance currently in effect, with the understanding that the Employer may increase the co-payment for medical visits to a maximum of \$25.00 per visit, as well as Golden West Dental Plan 1. The Employer agrees to investigate the possibility of an improved dental plan and that any changes in benefits or insurers will first be discussed with the Union.
- B. All employees who are hired on or before March 22, 2004 who are now eligible or become eligible and who desire health insurance coverage for their spouse and/or dependents, shall pay \$30.00 per month (paid in weekly installments of \$7.50) and employees with two dependents (spouse and/or dependant children) \$40.00 per month, (paid in weekly installments of \$10.00).

All employees hired after March 22, 2004 who desire health insurance coverage for their spouse and/or dependants, shall pay 50% of the premium cost of one dependent or spouse, plus 30% of the premium charge for any additional dependants.

The entire cost of the premium charged for the eligible employee will be paid for by the Employer.

- C. Employees become eligible for health insurance coverage when they have completed their probationary period and have been continuously employed by the Employer for a minimum period of six (6) months and have worked the requisite number of hours required for health coverage each week in the prior 10 week period
- D. Health coverage will remain in effect for the employee for up to a maximum of four (4) months when an employee is on an authorized leave of absence for illness or injury (non-industrial or industrial). Health coverage will remain in effect for an employee who has been employed one (1) year or more who may be granted a non-industrial leave of absence for a life threatening illness or injury, for an additional four (4) months.

Employees who are on leave of absence, either industrial or non-industrial, and who wish to continue their dependent /spouse coverage, must make arrangements to pay their portion of



the premium no later than the first day of the month following 30 days of absence.

- E. Health insurance for employees on an authorized **personal leave** of absence will be terminated the first day of the month following 30 days of absence, unless the employee makes arrangements to self-pay their premiums. Employees returning from a personal leave of absence, whose coverage has lapsed or who self-paid their coverage, will have their coverage reinstated the first day of the month following their return to work.
- F. Employees who, because of failure to work or because of their request for a restricted schedule, do not work the required hours per week to maintain their insurance coverage will be required to pay 25% of the cost of their coverage for each week they fail to work the required number of hours, i.e. if they fail to work 28 hours in one week, the following months they will be required to pay 25% of the premium due for the following month via payroll deduction. Employees who are off from work due to verifiable illness or injuries and such illness or injuries prevents them from working the required twenty-eight (28) hours in a particular week will not be required to make the above mentioned payment.

## **ARTICLE XII**

### **GENERAL CONDITIONS**

#### **A. REGISTER SHORTAGES**

1. No employee may be required to make up cash register shortages unless s/he is given the privilege of checking the change and daily receipts upon starting and completing the work shift and unless the employee has exclusive access to the cash register during the work shift, except as specified below.

2. No employee may be required to make up register shortages when management exercises it's right to open the register during the employees's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

#### **B. PAY PERIOD AND WAGE STATEMENT**

All employees shall be paid on a weekly basis on the Thursday of the following workweek. The Employer agrees to furnish each employee with a weekly itemized wage statement showing the name of the employee, period covered, straight-time, over-time and premium wages paid and all deductions made.

#### **C. REST PERIODS**

1. All employees working five (5) hours or less in the workday shall receive one (1) uninterrupted ten (10) minute rest period. All employees working more than five (5) hours in a workday shall receive two (2) uninterrupted ten (10) minute rest periods during the workday; one in the first part of the workday and the other in the second part of the workday.



D. AUTO ALLOWANCE

Employees who are required to travel on behalf of the Employer and are required to use their own car shall be paid transportation expenses on the basis of the current IRS government designated allowance and all time shall be considered and paid as part of the day's work.

E. POLYGRAPH TEST

The Employer agrees to abide by all State and Federal laws regarding the use of Polygraph tests.

F. NAME TAGS

Name tags of employees shall not include the last names but may include the initial of the last name.

G. WAGE CLAIMS

Verification of payment of wage claims which are resolved in informal proceedings will be provided to the Union. The Union agrees not to publicize such informal settlements.

H. STORE MEETINGS

Time spent at store meetings or in meetings called by the Employer before the commencement of the day's work or after the day's work shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement. No employee shall be required or permitted to attend store meetings on their day off.

I. UNIFORMS

The Employer shall provide and maintain all required uniform and aprons. A complete company dress code policy will be permanently posted in the break room.

J. FLOOR COVERING

The Employer shall provide a cushioned floor mat in the back checkstands.

K. TITLES

The titles and subtitles used in the Agreement are for the sole purpose of identification and shall have no bearing on the construction or meaning of the Sections or Paragraphs to which they refer.

L. ALTERATIONS

This contract can only be altered, amended or changed by an instrument in writing signed by the Union and the Employer and any oral statements or agreements shall be of no force and effect whatsoever.

M. STEWARD

The Union shall have the right to appoint at least one (1) store steward per store. The Employer shall not discharge or otherwise discriminate against said store steward(s) because of such Union designation. The store steward shall not perform any duties assigned by the Union during working hours.



N. BULLETIN BOARDS

The Union will have the right to post its notices on the bulletin board(s) that they provide in each location in a mutually agreed upon area, the size of which will not exceed 24" x 36".

O. EMPLOYER RULES

Employer rules and regulations will be made by the Employer and shall be given to each employee when hired. All changes will be posted and made available to the Union.

P. SAFETY STANDARDS

Employer agrees to maintain recognized standards of safety, sanitation and health, as required by all laws, ordinances and regulations applicable to its operations.

**ARTICLE XIII**  
**SETTLEMENT OF DISPUTES**

A. EXCLUSIVE REMEDY

The grievance procedure provided herein shall be the exclusive means, except as limited by law for the disposition of all grievances and there shall be no strike, lockout, picketing or cessation of work during the term of this Agreement, except that this limitation shall not be binding upon either party hereto if the other party refuses or fails to abide by an arbitration award which has become final, unless either party exercises their right to appeal the decision within the statutory time limitations.

B. GRIEVANCE PROCEDURE

Step 1 A grievance shall be taken up orally in the first instance between a designated union representative and a designated employer representative.

Step 2 If the grievance is not adjusted in Step 1, it may be moved to Step 2 and shall be reduced to writing, within thirty (30) days from the date of the event giving rise to the grievance, unless otherwise specified in this Agreement, setting forth the nature of the grievance in general terms, the provisions of the contract relied upon, the identity of the individual or individuals involved, if any, and the relief requested. Any grievance not otherwise provided for herein, and not received by the other party within thirty (30) days from the date of the event giving rise to the grievance will be deemed waived. The Employer and Union hereby agree to meet within ten (10) working days from the date of the grievance letter from the union.

C. ARBITRATION

If a grievance is not satisfactorily adjusted in Step 2, either party may submit the grievance to arbitration for final determination by notifying the other party in writing that it desires to arbitrate same. The demand for arbitration can be made no earlier than fifteen (15) days or more than sixty (60) days from the date of the written request for the Step 2 meeting. A grievance which is not brought forward within the time limits provided within each of the Sections herein shall be deemed waived. All time limits provided in this Article XIII may be extended by mutual written agreement



of the parties.

**D. SELECTION OF ARBITRATOR**

Within five (5) days after receipt by the other party of the written demand for arbitration referred to herein the parties shall select an impartial arbitrator and if they are unable to agree upon the selection, the party initiating the arbitration shall forthwith request the Federal Mediation and Conciliation Service to submit a list of nine (9) disinterested persons qualified and willing to act as impartial arbitrators and simultaneously mail a copy of such request to the other party. From this list, within five (5) days after receipt thereof, the Employer and the Union shall each alternately strike one name until eight (8) names have been eliminated and the person whose name remains shall be the selected impartial arbitrator. The parties shall draw lots to determine who shall make the first deletion from the list. Failure to select an arbitrator within sixty (60) days shall automatically result in the grievance being lost by the party who fails to select an arbitrator as outlined above.

**E. EXPEDITED ARBITRATION**

Upon mutual agreement, the parties may submit an issue to expedited arbitration within fourteen (14) calendar days after receipt of the written demand for arbitration. Except as set forth below, the arbitrator shall render her/his decision in writing to the parties within seven (7) days following the close of the hearing. However, either party may require a transcript of the proceedings and may require written briefs within a thirty (30) day period following the close of the arbitration hearing. In the event that a transcript and/or briefs are required by either party, the arbitrator's decision shall be rendered in writing to the parties no later than fifteen (15) days following receipt by the arbitrator of both documents.

**F. EXTENSION OF TIME LIMITS**

Any of the time limits set forth in this Article XIII may be extended by mutual written agreement.

**G. POWERS, LIMITATIONS AND RESERVATIONS**

1. Arbitrator The arbitrator shall not have the authority to add to, modify, amend or subtract any of the provisions of this Agreement, or to make decisions on provision 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.

2. Final and Binding The award shall be final and binding upon all parties.

3. Wage Claims In the case of direct wage claim which does not involve an interpretation of any of the provisions of this Agreement, either party may submit such claim for settlement through the grievance procedure provided for herein. Except as may be provided otherwise in this Agreement, wage claims shall be limited to a maximum of a six-month period.



H. STATUS QUO

Pending an arbitrator's award as provided in this Article, the conditions in effect at the time of receipt of written notice specified in Section C above, shall continue in effect.

I. EXPENSES

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, reporter's 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.

**ARTICLE XIV**  
**UNION ACCESS**

It is agreed that authorized union representatives shall have the right of access to the Employer's premises during normal working hours for the purpose of reviewing working conditions, investigating complaints of members, and other matters pertaining to the enforcement of this Agreement. It is agreed that the union representatives will not interrupt the work of the employees or discuss union business with the employees during working hours. Any necessary discussion with an employee will be conducted during the employee's break or meal period.

In the event the Union finds it necessary to investigate a complaint, the representative will arrange with the Employer for a mutually convenient time and place, such meeting to take place within three (3) working days (excluding Saturdays, Sundays and holidays) of the request and to be conducted in a place designated by the Employer. If the Union desires the presence of an employee(s) at such meeting, the Union will identify such employee(s) and the meeting will be scheduled at such time that it will be possible for the employee(s) to be present.

Upon receipt of a grievance or complaint, the Union may request the Employer to furnish any reasonable information (payroll, warning notices, etc.) concerning such employee(s) that is relevant to such complaint and the Employer will furnish such information within five (5) working days (excluding Saturdays, Sundays and holidays).

Within ten (10) days after the execution of this agreement, the Employer will post a seniority list of all employees showing their name and date of hire and will furnish a copy of such list to the Union. Any protest or objection to the seniority date shown on such list must be made within fifteen (15) days thereafter.

A. EMPLOYEE LISTS

The Employer agrees to provide the Union within five (5) days (excluding Saturdays, Sundays and holidays), upon written request, with the list of employees and the respective wage scale of each employee per location requested once every six months.



**ARTICLE XV**  
**SEPARABILITY CLAUSE**

The provisions of this Agreement are deemed to be separable to the extent that if and when a court or administrative tribunal adjudges any provision of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provision shall continue in full force and effect, provided; however, that in the event any provision or provisions are so declared to be in conflict with the law, both parties shall meet immediately for the purpose of renegotiating an agreement on the provision or provisions so invalidated, provided further that if the parties fail to reach such an agreement this contract and the remaining provisions thereof shall be and remain in full force and effect.

**ARTICLE XVI**  
**NO STRIKES OR LOCKOUTS**  
**UNION PRINCIPLES**

A. During the term of this Agreement and any extension of this Agreement, the Employer shall not lock out its employees and no strike shall be caused by the Union or its members and neither the Union nor any of its members or representatives, nor any employee, shall participate in, encourage or engage in any strike or interference with productions, so long as the Employer complies with all the provisions of the grievance procedure. Failure by the Employer to implement a final and binding decision of an arbitrator will relieve the Union of the "no strike" prohibition, provided the decision of the arbitrator is not vacated within the legal time limits.

B. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through or work behind any lawful, sanctioned picket line of the Union party to this Agreement, as provided in Section A above, at the Employer's place of business.

**ARTICLE XVII**  
**MANAGEMENT'S RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion; to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall employees to work; to set the standards of productivity, the products and/or the services to be rendered; to determine the amount and form of compensation for employees, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Employer's operations, or any part thereof; to expand, reduce, alter or combine, transfer, assign or cease any job, department, operation, or service; to control and regulate



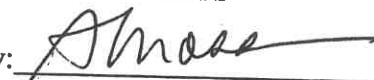
the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved methods, machines, and equipment; to determine the number, location and operation of all other units of the company to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Employer's employees, The Employer's failure to exercise any right, prerogative or function hereby reserved to it or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

**ARTICLE XVIII**  
**EXPIRATION AND RENEWAL**

"This Agreement shall be in effect from September 30, 2024, except as specifically otherwise noted herein, to and including September 30, 2027, 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 September 30, 2027, or at least sixty (60) days prior to any subsequent September 30<sup>th</sup> of any succeeding year, of its desire to alter, amend, or terminate this Agreement."


Signed this 1st day of November, 2024.

FOR THE EMPLOYER:  
3 BOB'S MARKETS

By:   
Sue Moss/Representative

Address: 1650 Ocean Park Blvd.  
Santa Monica, CA 90405

FOR THE UNION:  
UFCW LOCAL 1442

By:   
Michael A. Straeter /President

Address: 9075 S. LaCienega Blvd.  
Inglewood, CA 90301

