

Jobbers Agreement

between

**Central Meat and
Provision Company**

and

**United Food
and Commercial
Workers Union,
Local 135**

January 1, 2017 – December 31, 2019

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CENTRAL MEAT AND PROVISION COMPANY

THIS AGREEMENT made and entered into this First day of January, 2017 between Central Meat and Provision Company, the Party of the First Part (hereinafter known as the Employer), and the United Food and Commercial Workers Local 135 of the United Food and Commercial Workers International Union, CLC, the Party of the Second Part (hereinafter known as the Union).

In order to establish working conditions, which are fair and equitable to all Employees and Employers, the parties hereto agree to the following:

SECTION 1 - UNION RECOGNITION

The Employer recognizes United Food and Commercial Workers, Local 135 as the sole and exclusive bargaining agency for all classifications of Employees listed in Section 6.A. for purposes of collective bargaining with respect to wage rates, hours of employment and other conditions of employment.

SECTION 2

A. UNION SECURITY

1. Every person performing work covered by this Agreement who is a member of the Union on the effective date of this Agreement shall, as a condition of employment or continued employment, remain a member of the Union. Every person employed to perform work covered by this Agreement shall, as a condition of employment, be a member of the Union or shall, within a period of thirty-one (31) days, become a member of the Union.

2. The individual Employer shall discharge every person who has failed to comply with the provisions of subdivision (1) of this Section, or if an Employee becomes delinquent in his/her Union dues, the Employer will, upon written notice, dismiss said Employee unless within seven (7) days of receipt of said notice, the Employee shall have paid up the delinquent dues.

B. EMPLOYMENT

1. When any Employer is in need of additional personnel and/or to fill replacements, he or she will first give consideration to people that have received their experience in the jobbing industry within the jurisdictional area of Local 135.

2. Any Employee who accumulates one (1) year of service with the Employer under this Agreement, shall, upon making application to the Employer, be considered a candidate for promotion to the classification of "Trimmer" based upon his/her ability and qualifications and his/her employment record. If two or more Employees, applying for promotion, are equal in terms of ability, qualifications, and employment record, then the most senior shall be promoted.

3. The Employer shall report all new hires or replacements to the Union within seven (7) calendar days giving date of employment, social security number, wage rate, and classification. All Employees from

the date of their first employment shall receive not less than the wages and benefits established by this Agreement.

4. Employees have the option of having their dues and initiation fees deducted directly from their paycheck in lieu of mailing it to the Union office. Employees must sign a written authorization form prior to automatic deduction of dues payments.

5a. The first one hundred and twenty (120) calendar days of employment shall be considered a trial period for all regular Employees during which time an Employee may be terminated for any reason and he or she shall have no recourse to the grievance procedure set forth in this Agreement. Termination for incompetence pursuant to this Section shall be effective at the end of the Employee's regular workday.

b. When an Employee is promoted to any classification, the first ninety (90) calendar days will be considered a probationary period. Any Employee disqualified from a higher classification because of inability to adequately perform the duties will be returned to his/her former position, wage rate and insurance coverage.

6. Notwithstanding any other provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any person covered by this Agreement to refuse to cross any picket line, or to refuse to work behind any picket line. Any such refusal shall not constitute grounds for or cause for discharge, layoff, demotion, suspension, or any other disciplinary action.

7. In the event of a violation of this Agreement involving wages and/or health and welfare, or other fringe benefit contributions, when presented to the Employer in writing, the Employer shall furnish, upon request from the Union, payroll data regarding the claim.

8. In the event of the repeal or modification of the provisions in the Labor-Management Relations Act of 1947, as amended, applying to Union Security prior to termination of the Agreement, the Employer agrees that, upon request of Local 135, they will immediately meet with Local 135 and negotiate revision of the Union Security clause.

SECTION 3 - WORKING HOURS

A.1. It is agreed that forty (40) hours shall constitute the guaranteed workweek. Eight (8) hours in a period of nine (9) hours with one (1) hour off for a meal period, or eight (8) hours in a period of eight and one-half (8 1/2) hours, with one-half (1/2) hour off for meal period, shall constitute a workday. All hours worked over eight (8) hours in one day shall be compensated for at the time and one-half rate, and all hours worked over forty (40) hours in one week shall be compensated for at the time and one-half rate.

A.2. If agreed upon by both Employer and Employee, the Employee can work less than an eight (8) hour day, forty (40) hour week.

A.3. The Employer may employ part-time help not to exceed four (4) Employees. Part-time Employees shall be guaranteed four (4) hours work or pay any day they are called into work. Part-time Employees shall receive twenty-five cents (\$.25) per hour above the rate for their classification in lieu of sick leave, pension, vacations, insurance, floating holidays, or other fringe benefits. At no time will part-time

people be used while there is a lay-off unless laid-off Employees refuse the part-time job position. Said Employees will be subject to the Union security clause. No current Employee will be switched to part-time status without mutual consent.

A.4. Starting times for a shift may be any time between 12:00 a.m. and 6:00 p.m. It shall be the decision of the Employer as to what the starting times will be on any given day. All Employees, except clean-up crew, shall be paid a premium of fifty cents (50¢) per hour for all time worked between 6:00 p.m. and 2:00am. All hours worked over eight (8) hours in one day shall be compensated for at the time and one-half rate and double time shall be paid for time worked over ten (10) hours.

A.5. For the day shift in the event of an emergency, work on Saturday and Sunday may be performed. The overtime work for Saturday in a regular workweek shall be compensated for at the time and one-half rate, and overtime work for Sunday shall be paid at the double time rate.

B. Laid-off Employees and Part Time Employees shall be given preference when possible to avert overtime.

C. Paid absences from work, such as vacations, holidays and sick leave, shall be considered as time worked for the purposes of this Agreement, but shall not be deemed as time worked for purposes computing overtime, unless otherwise provided for in this Agreement.

D. Wages, benefits and privileges contracted for, promised, provided, given or enjoyed as a condition of employment by the Employer to the Employee shall not be taken away or reduced by reason of any provision of this Agreement.

E. When an Employee is required to work more than ten (10) hours in one shift, unless the work can be completed in less than ten and one-half (10 1/2) hours, he or she will be furnished a meal or a meal allowance of five dollars (\$5.00) and will be allowed time off with pay not to exceed thirty (30) minutes for such meal period. For the purpose of this provision, rest periods shall be considered as time worked.

F. The Employer shall provide a bulletin board in each establishment, upon which at all times there shall be posted a copy of this Agreement.

G. It is the duty of all Employees covered by this Agreement to familiarize themselves with the terms of this Agreement and the Employer shall instruct all supervisory Employees who are responsible for carrying out the terms of this Agreement on behalf of the Employer to familiarize themselves with the terms of this Agreement.

H. No Employee will be required to work beyond five (5) hours without a meal period during his/her regular straight time shift.

I. Each Employee must be at his/her work station at the starting time in order to be allowed the sum of forty cents (\$.40) per day for each day worked, as compensated for such time as the Employee may devote to changing clothes and washing hands prior to or subsequent to his/her regular shift, and said compensation shall be given to each Employee in such amount without regard to the actual time so devoted by

the Employee to such clothing change and washing of hands.

J. The Employer will furnish those knives, steels, whetstones, meat triers and meat hooks, which are necessary for the work. Tools so furnished will remain Employer property.

K. If an Employee has to work overtime, he or she has to be given notice to that effect by 11:00 a.m. that day. If notice is given the same day and the Employee has a prior commitment, the Employee may be excused at management's discretion.

SECTION 4 - VACATIONS

A. Employees covered by this Agreement shall receive the following vacation with pay each year: One (1) weeks' vacation with pay for Employees in the service of the Employer for less than two (2) years; two (2) weeks' vacation with pay for Employees in the service of the Employer for two (2) years but less than five (5) years; three (3) weeks' vacation with pay for Employees in the service of the Employer for five (5) years but less than fourteen (14) years; four (4) weeks' vacation with pay for Employees in the service of the Employer for fourteen (14) years or more.

B.1. Payment for each week of vacation shall be forty (40) hours at the applicable rate in effect on the Employee's anniversary date. Employees shall have the option of receiving vacation pay on the Friday immediately preceding their vacation week with a three (3) week notice to the Employer. All unused vacation weeks will be paid during the week in which their anniversary date falls.

B.2. If an Employee works less than eighteen hundred (1800) hours in the twelve (12) month period immediately preceding the anniversary date of the Employee's employment, the vacation pay will be pro-rated.

C. Whenever a holiday falls during the vacation period of an Employee, he/she shall, at his/her option, be paid one day additional holiday pay, or shall receive an extra day of vacation with pay at a time mutually agreed upon by management.

D. Vacation requests must be submitted in writing to the Employee's immediate supervisor no later than January 10th of each year. The Employer shall post the approved vacation schedule no later than February 1st of each year.

Should a conflict arise in vacation requests, the Employer shall use the Employee's company seniority as a basis for granting Employee's requests, if such requests are submitted in a timely manner. It is agreed that all vacations shall be taken in the calendar year due. The Employer shall reserve the right to designate the number of Employees who may be on vacation at any one time.

E. Where an Employee is entitled to three (3) or more weeks of vacation, no more than two (2) weeks can be taken at one time and the balance taken at another time during the year, or that two (2) weeks may be taken at one time together with payment in lieu of the balance thereof.

SECTION 5 - HOLIDAYS

A. The following days shall be recognized as legal holidays and are paid holidays under this Agreement:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Three (3) Floating Holidays
Labor Day	

B. A holiday week (that calendar week in which a holiday falls) shall consist of thirty-two (32) hours work for a full week's pay. The hourly overtime rate shall be based on the weekly wage schedule as hereinafter set forth.

C. For the day shift, when one of the above enumerated holidays fall on a Sunday, then Monday shall be considered as the holiday. When one of the above enumerated holidays fall on a Saturday, then Friday shall be considered as a holiday, with the exception that if Independence Day falls on a Saturday, then Monday shall be considered as the holiday.

D. For the afternoon or night shift, when one of the above enumerated holidays fall on a Saturday or a Sunday then the Sunday should be considered the holiday.

E. For the afternoon or night shift, when New Year's Day falls on a weekday then the previous day will be considered the holiday. When Labor Day falls on a weekday, then it will be management's decision if it is taken the day before or on the day of the holiday.

F. All Part Time Employees employed during a holiday week who have worked four (4) days in said holiday week shall receive pay for the holiday.

G. In order that a regular full-time Employee may become entitled to holiday pay for any of the designated and observed holidays listed above, he or she must have worked eight (8) hours on both the normally scheduled work day next preceding the observed holiday and the normally scheduled work day next following the observed holiday; provided, that a regular full-time Employee who becomes ill or occupationally injured during a holiday week and therefore is absent for either said day before or day after the observed holiday, or both, and established his/her illness by submitting a doctor's certificate, shall receive holiday pay, without his/her sick leave being charged for the day's pay for the observed holiday; and provided further that an Employee absent for all or part of either said day before or day after the observed holiday with the express permission of the Employer shall receive holiday pay. Employees who are out on any type of long term disability during the observed holiday shall not be eligible for holiday pay. No minimum number of straight-time hours need be worked in the calendar week of the holiday to qualify an Employee for holiday pay.

H. It is agreed that holiday pay will be paid to any Employee who is laid-off during a week in which a holiday falls.

I. For the day shift and in the event any work is performed on New Year's Day, Independence Day, Thanksgiving or Christmas Day, it is agreed that the Employee shall receive three (3) times the straight time hourly rate, plus an additional eight (8) hours' pay for work performed on the above enumerated holidays.

J. Any regular full-time Employee laid-off the week previous to a holiday week and called back the week after the holiday week shall be paid for the holiday.

K. For the afternoon or night shift, when any work is performed on Thanksgiving, Independence Day and Christmas Day it is agreed the Employee shall receive three (3) times the straight time hourly rate.

SECTION 6 – FLOATNG HOLIDAYS

A. Effective January 1st of each year, Employees, who have one (1) or more years of service with the Employer as of that date, shall be eligible for three (3) floating holidays that shall be observed by the Employee during the calendar year-in-question. In order of seniority, each Employee shall give the Employer no less than two (2) weeks' advance written notice of the date(s) on which he or she wishes to observe his/her floating holidays. Floating 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.

B. An Employee, who does not have one (1) or more years of service with the Employer as of January 1st of any year, shall be eligible for floating holidays during the ensuing calendar year in accordance with the following procedures:

1. An Employee, who completes thirty (30) calendar days of employment during the first (1st) four (4) months (January, February, March, April of a calendar year), shall be eligible for a floating holiday that shall be observed during the involved time period;

2. An Employee, who completes thirty (30) calendar days of employment during the second (2nd) four (4) months (May, June, July, August of a calendar year), shall be eligible for a floating holiday that shall be observed during the involved time period;

3. An Employee, who completes thirty (30) calendar days of employment during the third (3rd) four (4) months (September, October, November, December of a calendar year), shall be eligible for a floating holiday that shall be observed during the involved time period.

4. Employees with less than one (1) year of service will continue to earn floating holiday entitlement as above until they reach the first January 1st that occurs after they have one (1) year of service.

C. As to the matter of scheduling floating holidays, the parties agree that there must be a mutual accommodation between the right of an Employee to take these holidays when desired and the right of the Employer to preserve an orderly operation through required staffing levels. Therefore, this matter will be left to the Employer to work out with the reminder that the negotiating parties agreed to administer this provision in good faith and to make every reasonable effort to accommodate the Employee.

D. An Employee, who fails to receive a floating holiday(s) that he or she is contractually entitled to during a calendar year, shall be paid for such a floating holiday(s) immediately following the end of the calendar year-in-question. Hours of holiday pay that are paid in accordance with these provisions in lieu of a day shall not be considered to be a day and/or hours worked for the purposes of computing weekly overtime under this Agreement.

E. An Employee, who fails to receive a requested floating holiday(s) that he/she is contractually entitled to during a calendar year, as a result of the Employer's unreasonable denial of the request, shall be paid for such holiday(s) immediately following the end of the calendar year-in-question at the rate of one and one-half (1½) times his/her regular rate of pay.

F. Unused floating holiday entitlement will be liquidated for Employees who are laid-off or who break continuous service (except those discharged for proven or admitted dishonesty or have not given (1) week prior notice to the Employer of his/her intention to quit). This liquidated pay-off will be prorated on a basis of one (1) holiday entitlement per each four (4) month calendar period. For example: Employees who are laid-off or break continuous service in the first (1st) calendar period (January, February, March, April) will receive one (1) holiday; in the second (2nd) calendar period (May, June, July, August) will receive two (2) holidays; in the third (3rd) calendar period (September, October, November, December) will receive three (3) holidays.

SECTION 7 – WAGES

A.1. The following hourly rates of pay are for all employees hired on or after January 1, 2017. The minimum hourly rates of pay are for the classifications listed.

Effective Dates	1-1-17	1-1-18	1-1-19
Operational Manager	21.65	22.00	22.25
Butcher-Beef			
1 st 6 Months Apprenticeship	15.20	15.55	15.80
2 nd 6 Months Apprenticeship	15.80	16.15	16.35
3 rd 6 Months Apprenticeship	16.85	17.20	17.45
4 th 6 Months Apprenticeship	17.85	18.20	18.45
Journeyman Butcher - Beef	19.63	19.98	20.23
Butcher - Chicken			
1 st 6 Months Apprenticeship	13.98	14.33	14.58
2 nd 6 Months Apprenticeship	14.53	14.88	15.13
Journeyman Butcher - Chicken	15.18	15.33	15.58
Shipper/Driver			
1 st 6 Months	13.60	13.95	14.20
2 nd 6 Months	14.10	14.45	14.70
After 1 Year	15.95	16.30	16.55
Receiving			
1 st 6 Months	13.60	13.95	14.20
2 nd 6 Months	14.10	14.45	14.70

After 1 Year	15.95	16.30	16.55
Office Sales Support			
1 st 6 Months	13.58	13.93	14.18
2 nd 6 Months	14.08	14.43	14.68
After 1 Year	15.93	16.28	16.53
Office Worker			
1 st 6 Months	13.58	13.93	14.18
2 nd 6 Months	14.08	14.43	14.68
After 1 Year	15.93	16.28	16.53
Trimmer	15.60	15.95	16.20
Runner/Assemblyman			
1 st 6 Months	12.63	12.98	13.23
2 nd 6 Months	13.18	13.53	13.78
After 1 Year	15.08	15.43	15.68
General Labor: Cryovac Operator, Grinder			
Slicing Machine Operator, Cube Machine Operator,			
Patty Maker, Meat Wrapper and Meat Handler			
1 st 6 Months	12.63	12.98	13.23
2 nd 6 Months	13.18	13.53	13.78
After 1 Year	15.08	15.43	15.68
Clean Up Crew			
1 st 6 Months	12.63	12.98	13.23
2 nd 6 Months	13.18	13.53	13.78
After 1 Year	15.08	15.43	15.68

A.2. All employees hired on or before December 31, 2016 will receive the following wage increases.

January 1, 2017	.85
January 1, 2018	.35
January 1, 2019	.25

A.3. All employees will receive a Two Hundred and Fifty (250) dollar bonus on the first pay period of 2018

A.4. All employees now receiving more than the minimum rate of pay as established in the previous agreement shall receive the same dollars and cents increase above their present rate as it applies upon the previous minimum of their classification by this Agreement.

A.5. All disputed claims for overtime shall be adjusted so that no injustice shall be done to the Employer or Employee.

A.6 The Employer shall furnish each Employee with a time card or time clock record card so that the Employee may keep an accurate record of his/her labor and said time card shall show by time clock register, or in the handwriting of the Employee, the actual hours worked in straight time and overtime for each day. The Employee shall be responsible for the delivery of this time card record, duly signed by him to the Employer

and upon such record shall the payments be determined. Such records are to be available to an authorized Union Representative for inspection upon request.

SECTION 8 - SICK LEAVE

A. Employees, excluding Part Time Employees, will be front loaded six (6) sick days and/or accident leave each year. The front loaded sick and/or accident leave will be available to use after ninety (90) days. Sick and/or accident leave shall continue to accumulate up to an aggregate level equivalent to thirty (30) days of unused sick and/or accident leave benefits.

B. Whenever an Employee's accumulated sick and/or accident leave benefits reach a level of thirty (30) days of unused sick and/or accident leave credit, then all sick and/or accident leave days accumulating and unused thereafter above and beyond the level of thirty (30) accumulated days of benefits, shall be paid to such Employee in cash annually on his/her anniversary date. After twenty (20) days credit have been accumulated, up to three days can be used as personal necessity leave; provided that total number of accumulated days does not drop below twenty (20) days. These three days will be used at a mutually agreed upon time.

C. Part Time employees will receive 1 hour of sick leave for every 30 hours worked starting from the date of hire. Sick and /or accident leave benefits shall continue to accumulate up to an aggregate level equivalent to ten (10) days of unused sick and/or accident leave benefits.

D. Upon termination, except for proven dishonesty or when an Employee has not given one (1) week's prior notice to the Employer of his/her intention to quit, Employees shall be paid all accrued and unused sick leave.

E. An Employee, who is injured on the job and does not complete that day's work or is otherwise not permitted to return to work by a licensed medical doctor, shall receive pay for the entire workday and such pay shall not be charged against sick and accident leave.

SECTION 9 - HEALTH & WELFARE AND PENSION

1. Employees will be covered under plan D of the San Diego Teamsters Employers Insurance Trust Funds.

2. The Employer will pay to the San Diego Teamsters Employers Insurance Trust Funds. a monthly contribution for each Employee, except Extra Employees, who has worked eighty (80) hours or more in the preceding calendar month. Time paid for but not worked, such as holidays, sick leave, jury pay and vacation time shall be considered as time worked.

3. The monthly contribution for all Employees will be for single Employee coverage during the ninety (90) day probationary period. Effective the first day of the month following the completion of their probationary period, the Employer contribution for all Employees shall be for full benefits, except for the classifications of Runner/Assemblyman, General Labor, Clean-up Men, Apprentice Butcher-Poultry, and Journeyman Butcher-Poultry.

5. The amount of the contribution shall be the amount necessary to administer and continue in effect the plan of benefits in effect including the administration of the Plan subject to the limitations set forth below.

6. The Employer agrees to pay a minimum of \$828 per month for each eligible Employee from January 1, 2017 to December 31st, 2017.

7. The Employer agrees to pay seventy-five percent (75%) of any increase in cost after December 31st, 2017 to purchase and administer benefits. Any additional cost shall be borne by the Employees via a payroll deduction.

8. The parties recognize that the Employer's obligation as set forth in this Article may not be sufficient to cover the entire cost of the premium charged for medical/dental/vision/prescription benefits. The parties also recognize that it is impractical for the Trust Fund to attempt to prorate the cost of benefits based upon individual Employers paying only a portion of the total premium due. Accordingly, it is agreed between the parties that the Employer will continue to remit the total amount due the Trust Fund on a monthly basis for fringe benefits. It is further agreed that the execution of this Agreement shall constitute written authorization for the Employer to deduct from each individual Employee's compensation once a month the difference between the amounts charged by the Trust for the month's eligibility and the amount that the Employer is obligated to contribute pursuant to this Article. The amount of payroll deduction may be adjusted from month to month as the Trust Fund adjusts the contributions it requires on a monthly basis and/or as the amount set forth above as a cap is adjusted.

9. Health and Welfare contributions set forth in this Section shall be made for a period of one (1) year when Employees are receiving Workers' Compensation Disability, and for a period of six (6) months when Employees are receiving State Disability.

B. Health & Welfare – Employee Only Insurance

1. When mutually agreed by Employer and Employee, the Employee can receive Employee only medical coverage.

2. For the life of this Agreement, the Employer agrees to purchase Employee Only Kaiser Permanente Medical fifty (50) dollar co-pay plan which includes prescription and vision care for Runner/Assemblymen, General Labor, Clean-Up Men, Apprentice Butcher-Poultry, and Journeyman Butcher-Poultry that have worked for the Employer for over five (5) years.

3. For Employee only coverage the Company will pay for seventy-five (75%) percent of the cost of the plan and the Employee will pay for twenty-five (25%) percent of the cost of the plan. For all Employees who are sixty-two (62) years of age or older, the Company will pay eighty (80%) of the cost of the plan and the Employee will pay twenty (20%) of the cost of the plan.

4. Waiver of Healthcare Benefits Coverage by an Employee who is covered under Employee Only Insurance may be done by mutual agreement between the Employee and the Company by signing the Waiver of Healthcare Benefit Coverage.

C. Pension.

1. The Employer accepts the terms of the Trust Agreement creating the San Diego and Imperial Counties Butcher's and Food Employers' Defined Contribution Pension Plan (hereinafter "Pension Plan") and by this acceptance agrees to become a Party to same.

2. The Employer designates the Employer Parties and Employer Trustees signatory to or serving under those documents, his/her agent or agents to, from time to time, negotiate and enter into amendments to said Trust and Pension Plan with the Union and Union Trustees.

3. The Employer agrees to contribute to the Pension Plan, on behalf of all Employees, five percent (5%) of the Employee's total gross pay to be utilized to purchase a defined benefit annuity for the Employees.

4. Supplemental Contributions to the San Diego & Imperial Counties Butcher's and Food Employers' Defined Contribution Pension Plan.

The Employer agrees to make before tax voluntary payroll deductions from its bargaining unit Employees who so elect and to remit those to the Trust on a timely basis under the following conditions:

a. The Employer is and remains a contributing Employer to the basic Defined Contribution Pension Plan; and

b. The Employee may elect annually during the month of December the rate of deduction which the individual Employee elects for the following calendar year; and

c. The Employee's election with regard to deductions shall be communicated in writing to the Employer no later than December 30 immediately preceding the calendar year for which it is to be applicable; and

d. The Employer is not matching these voluntary pre-tax Employee contributions; and

e. The Employer shall transmit these payroll deductions on a monthly basis to the Defined Contribution Pension Plan on a report form provided by the Plan. At a minimum, the Employer shall indicate the Employee's name, social security number, and amount deducted for each such calendar month under report; and

f. The report and contributions shall be postmarked no later than the fifteenth^{15th} of the month following the month in which the deductions were taken.

SECTION 10 - SENIORITY

A. The Employee shall accumulate seniority standing as follows: Company seniority shall equal the Employee's total length of service with the Employer, dating from the first day of his/her employment. Departmental or Classification seniority shall equal the Employee's total length of service in the department or

classification in which he or she is working.

B.1. Reductions in the working force within the department or classification shall be made on the basis of departmental or classification seniority. In other words, Employees holding departmental or classification seniority within particular job classifications in the affected department shall be laid-off in inverse order, but such Employee shall be entitled to retain his/her company seniority and shall exercise the same to fill any job vacancy in the affected department or in any other department in the jobbing plant, provided he or she is qualified to fill the position.

B.2. The laid-off Employee may then exercise his/her bumping rights using his/her departmental seniority to bump into another classification within the department of equal or lower pay that he or she has previously held. If an Employee selected for lay-off cannot bump within his/her department, he or she may bump to any job classification within the plant, which he or she has previously held on a permanent basis for at least thirty (30) calendar days, providing he or she has more plant seniority than the Employee he or she seeks to bump. Said bumping rights are hereby extended to the Employee being bumped.

C. Necessary leaves of absence may be granted. All leaves of absence shall be in writing with a copy sent to the Union. Such authorized absence shall not interrupt seniority nor shall such authorized absence interrupt vacation rights, unless it exceeds seven (7) weeks. When such authorized leave of absence is in excess of seven (7) weeks, the Employee's vacation rights shall be pro-rated omitting the absence in excess of seven (7) weeks.

D. An Employee shall terminate his/her seniority with an Employer:

1. If an Employee quits.

2. The Employee is discharged for proven just cause.

3. Laid-off Employees shall notify the Employer of any change of address or forwarding address if out of town. The Employer shall notify laid-off Employees by telephone, such telephone call to be made jointly by the Employer and the Foreman or the Shop Steward, with the telephone notice to the Union, and if there is no answer from the Employee within five (5) days the Employee shall lose his/her seniority rights. Such telephone notice shall be immediately followed by written notice, sent certified mail, return receipt requested. If it is found that the Employee is out of town, the time shall be extended to fifteen (15) days.

4. In the event of leave of absence, should the Employee fail to report for work at the end of the period of authorized leave of absence, he or she shall terminate his/her seniority rights, except in case of proven emergency where the Employer agrees to extend the leave of absence. Leave of absence shall be in writing and in triplicate, specifying the duration of the leave. A copy shall be given to the Employee and a copy shall be sent to the Union.

5. Absence due to non-occupational illness, or for non-occupational injury shall not interrupt seniority rights in accordance to Federal and State laws, providing the Employee returns to work and is physically capable of performing the job from which he/she left to go on leave of absence.

6. Any Employee absent from work for a period of twelve (12) months due to industrial injury or industrial illness shall be eligible for re-employment subject to passing a medical examination without cost to the Employee to determine his/her fitness for employment.

7. An Employee laid-off for a continuous period of six (6) months shall terminate his/her seniority.

SECTION 11 - GRIEVANCES

A. No Employee covered by this Agreement shall be suspended, demoted or dismissed without just or sufficient cause. Any Employee claiming unjust dismissal, demotion or suspension, shall make his/her claim therefore to the Union within three (3) working days following such dismissal, demotion or suspension, otherwise no action shall be taken by the Union. It shall be deemed just and sufficient cause for suspension or discharge for an Employee who is guilty of proven dishonesty; falsification of time cards, drinking intoxicating beverages during his/her normal hours of employment; uses or is under the influence of, on Company premises, any controlled substance; insubordination; or acts of violence towards or against any co-worker, manager, vendor, or customer.

B. In the event of a disagreement arising, the question in dispute shall first be taken up for adjustment between the representatives of the Union and the Employer in question.

C. If the matter in question is not adjusted by said representatives, the question shall be referred to a Committee of two (2). The Employer shall appoint one (1) member of the Committee and one (1) shall be appointed by the Union. In the event that the Committee cannot agree within five (5) days upon a person to act as a neutral third member and Chairman of the Board, either party may request the Director of the Federal Mediation and Conciliation Service to submit to both parties the names of seven (7) qualified potential neutral arbitrators. Within five (5) days after receipt of said list of names, the Union and the Employer shall promptly select the neutral arbitrator from the list by alternately striking off names until only one name remains. (The party to strike the first name from the list shall be selected by lot). The individual so selected shall be advised of his/her selection by at least one of the parties. The decision of the Committee including the neutral arbitrator, shall be final and binding upon both sides. Such decision shall be rendered within fifteen (15) business days. During the fifteen (15) days in which the decision will be rendered and while the question is pending, there shall be no cessation of work and the award shall be effective from the date the question in dispute was presented. The Employer and the Union except fees of counsel to the parties shall share the costs of the arbitration equally.

SECTION 12 - JURY DUTY

A. An Employee serving on a jury shall receive the difference between jury pay and his/her regular daily straight time rate of pay for each day for which he/she serves on jury duty or when he/she normally would have worked up to a maximum of five (5) days. The Employer agrees to assist the Employees in being excused from jury duty service beyond five (5) days.

B. In the event an Employee is released from jury duty at any time prior to 12:00 noon, he/she shall

return to work and shall be allowed a reasonable time to eat lunch and to return to the establishment, provided, however, that a combination of the total hours spent on jury duty and working shall not exceed nine (9) hours, including time to return to the establishment and lunch period.

C. Time spent serving on a jury shall not be used in computing overtime.

SECTION 13 - SEPARABILITY

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions 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 provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement on provisions so invalidated.

SECTION 14 - WORKING CONDITIONS AND SAFETY

A. Adequate "First Aid Equipment" shall be furnished and maintained in the place of employment, in a place readily and conveniently accessible to the Employees.

B. The Employer shall furnish a place of employment, which is safe for all Employees therein and shall not require nor permit any Employee to go or be in any employment or place of employment which is not safe as per the Industrial Safety Code of the State of California.

C. The Employer shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations and processes which are adequate to render such employment and place of employment safe and shall do all things necessary to protect the life and safety of all Employees.

D. No Employee shall be laid-off or discharged for refusing to work where the employment or place of employment is not safe and if any Employee is laid-off or discharged for refusing to work when the employment or place of employment is not safe, such Employee shall have the right of action for wages for the period of time during which any such Employee is without work as a result of such lay-off or discharge. In the event the Employer discharges an Employee, then the Employer shall notify the Employee and the Union, in writing, of the reason for such discharge.

E. It is agreed that the Employer shall furnish Employees with parkas for freezer work, coats, aprons, and cotton gloves, and shall have the same laundered.

F. It is agreed that there shall be rest periods of fifteen (15) minutes during the morning shift and fifteen (15) minutes during the afternoon shift for all Employees of the Employer. If a work shift should be scheduled other than the morning or afternoon period, then such shift shall allow a fifteen (15) minute rest period before the meal, as well as a fifteen (15) minute rest period prior to the termination of said shift.

G. It is agreed that the Employer will pay for the sharpening of all tools.

H. Time clocks shall be furnished by the Employer for the use of the Employees.

SECTION 15 - CHANGE OF OWNERSHIP

A. If an owner or Employer hereunder sells, leases, or transfers his/her business, or any part thereof, whether voluntary, involuntary, or by operation of law, it shall be his/her obligation to advise the successor, lessee or transferee of the existence of this Agreement and such successor, lessee or transferee shall be bound fully by the terms of this Agreement in effect at the time of the sale, lease or transfer; and in the event the seller or transferor fails to pay his/her obligations hereunder, shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if he or she had been the owner or Employer from the beginning.

SECTION 16 - GENERAL PROVISIONS

A. It is agreed in the event of death in the immediate family (that is, spouse, children (legal or legally adopted), mother, father, mother-in-law, father-in-law, grandparents, grandchildren, brothers or sisters, stepmother, stepfather), the Employee shall receive three (3) days' funeral leave with pay. The Employee must attend funeral in order to receive funeral pay.

B. It is agreed that Employers shall comply with the provisions of the Universal Military Training and Service Act of 1951, as amended. An Employee who leaves or has left a position in the employ of the Employer in order to enter upon active service in the Armed Forces of the United States of America, under such circumstances that under the laws of the United States of America he or she has the right to be re-employed by the Employer, providing he or she satisfies the conditions of such laws, shall, upon his/her having satisfied such conditions, be restored to that position to which he or she is entitled under such laws. Such position shall be at the rate the classification calls for and classification seniority shall be maintained. Any sick leave he or she had prior to going into Service shall be reinstated as of the date he or she left to go into Service. If in any case the Employee is not qualified to do the job he or she left, then he or she shall be offered a job in another classification if he or she is so qualified to perform it by reason of physical condition.

C. The Employer agrees that no Employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with said Employer concerning wages, hours of work and/or working conditions that provide less benefits than the terms of this Agreement.

D. It shall not be a violation of this Agreement or cause for discharge or disciplinary action for any Employee to refuse to cross a legitimate, bona fide, primary picket line sanctioned by the United Food and Commercial Workers International Union, CLC. A picket line where the Union involved is not affiliated with the United Food and Commercial Workers International Union and has not been established or recognized as the bargaining representative or offered proof of majority representation of the Employees involved, or where there is not a strike against or lockout by the Employer being picketed, shall not be considered "Bona Fide" for the purpose of this Section.

E. The Union recognizes the exclusive right and responsibility of the Employer to direct the working force and to direct the operations of the Employer. The Employer's rights shall include those necessary to maintain order and efficiently manage the Employer, and to discharge, suspend or discipline Employees for just cause and to establish working rules and to control plant operations, provided however, that the exercise

of such rights does not violate the terms and provisions of this Agreement.

F. All check stubs shall show straight time, overtime, etc., worked. All deductions from each paycheck shall be shown on check stubs or separate statement given to Employee.

G. Any Employee temporarily working in a higher classification shall be paid the higher rate for all hours worked in the higher classification.

H. The Employer agrees to allocate space for a Union bulletin board.

I. No Employee of Central Meat (exclusive of clean-up men), on the payroll as of December 20, 2000, shall be required to work the afternoon or night shift unless mutually agreed by the Employer and Employee.

J. In the event that the Employer creates a night shift, the contract shall automatically reopen to negotiate language to resolve all issues relating to the cleanup crew.

SECTION 17 - SAVINGS CLAUSE

If any contract provision may be put into effect because of applicable legislation, Executive Orders or Regulations dealing with wage and price stabilization, then such provisions, or any part thereof, shall become effective at such time, in such amounts and for such periods as will be permitted by law at any time during the life of this Agreement and any extension thereof with prospective effect.

SECTION 18 - NONDISCRIMINATION

A. To the extent required by Federal or State laws, the Union and the Employer agree notto discriminate against any Employee or applicant for employment because of race, creed, religion, color, national origin, handicap, age or sex.

B. Employee conduct whether intentional or unintentional, that results in harassment of other Employees regarding race, color, religion, sex or national origin is illegal and will not be tolerated. Such conduct will result in disciplinary action, including possibility of discharge.

GENDER REFERENCE: All references in this Agreement to sex, for example, reference to "his", "he" or "him" shall also apply to "her", "she" or "hers" and vice versa. References to "they", "them" or "theirs" shall apply equally to both sexes.

SECTION 19 - DURATION OF AGREEMENT


This Agreement shall become effective the First day of January, 2017 and continue in effect until December 31, 2019 and from year to year thereafter, unless terminated by either party by written notice of termination sent by mail to the other not less than sixty (60) days prior to December 31, 2019, or prior to December 31st of any year thereafter.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

FOR THE UNION:

FOR THE EMPLOYER:

Richard Barrera,
Executive Assistant
UFCW, Local 135



Bob Kuhlken,
President
Central Meat & Provision Company

DATE: _____

DATE: 5-9-17