

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 5th day of September, 2013, by and between Local 2013 UFCW, located at 9235 4th Avenue, Brooklyn, NY 11209, hereinafter referred to as the "Union" and Restaurant Depot, for its Warehouse, located at 2150 Oliver Holmes Road, Colton, CA 92324 "Location".

WITNESS ETH:

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - SCORE OF THIS AGREEMENT

Annexed hereto is the Collective Bargaining Agreement by and between the Union and the Employer entered into on 12th day of September, 2012 ("General Agreement"). Except as specifically modified herein, the terms of the General Agreement shall be applicable to the bargaining unit employees at the location ("employees").

ARTICLE II - PROBATIONARY PERIOD

Employees hired on or before July 17, 2009, shall be on a continuous -probation until August 1, 2009. New employees hired after July 17, 2009, shall complete the normal probationary period.

All new employees and employees rehired after a break in service shall be deemed to commence their employment on a temporary probationary basis without seniority status and said probationary period shall include the first sixty (60) calendar days of employment. Within the probationary period, the Employer may discharge or otherwise discipline any such new or rehired employees for any reason whatsoever and such action shall not be subject to the grievance or arbitration provisions of this agreement. Upon the Employer's request the probationary period may be extended to ninety (90) calendar days, but such extension shall not alter any of the provisions in this agreement, except that the Employer 1,1 have the right to discharge an employee during the extension.

ARTICLE III - HOLIDAYS

1. The following days shall be observed as paid holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
One (1) Personal Day	

*Employees must give Employer at least one week's notice in order to be paid for any Personal Days.

2. In order to be eligible for holiday pay, the employee must work the last regular work-day scheduled before the holiday and the first scheduled work-day following the holiday and be employed by the company for 60 calendar days.
3. Should any of these aforementioned holidays fall within the sixty (60) day probationary period, the employee will not receive pay for such holiday.
4. Holiday pay shall consist of eight (8) hours straight-time pay. An employee who works his scheduled hours on a holiday shall receive time and one-half his regular pay for the hours worked. The Employer shall have the right to substitute another day off for the holiday worked.
5. In the case of employees working less than eight (8) hours reference to "8" hours in the paragraphs above shall read "his regular number of hours worked."

ARTICLE IV - VACATION

1. Vacations with pay shall be granted in each calendar year to eligible full-time employees as follows:

<u>LENGTH OF EMPLOYMENT</u>	<u>LENGTH OF VACATION</u>
One (1) year	One (1) week
Three (3) years	Two (2) weeks
*Eight (8) years	Three (3) weeks

* Effective August 1, 2015

For the purposes of computing vacation benefits, an employee's length of service shall be computed from his most recent date of hire.

2. Vacation pay for each week of vacation shall be calculated by multiplying the employee's regular straight-time hourly rate of pay in effect during the payroll period immediately preceding his vacation period by forty (40). Vacation pay shall be paid on the pay day immediately preceding the vacation period of each employee.
3. In the case of employees working less than forty (40) hours, the reference to "40" hours in the paragraphs above shall read "his average regular number of hours worked." (We will use the average of the most recent last six (6) months of work.)
4. Employees are not permitted to carry their vacations over from one (1) year to the next. Any earned vacation remaining unused at the end of any calendar year shall be forfeited unless the Employer authorizes the making of such vacation payments for the earned but unused vacation days.
5. The Employer at its sole options shall have the right to schedule vacation periods for the employees. All scheduled vacations shall be designated by the Employer at least four (4) weeks prior to the time it commences. Whenever the needs of the business permit, vacation periods shall be scheduled by taking into consideration the preferences and seniority of the employees.
6. When a paid holiday falls within a vacation period, the employee will receive an additional day's pay.
7. Employees laid-off, quitting shall be paid their unused vacation entitlement on pro-rated basis. In the event of the death of any employee covered by this agreement, unused vacation entitlements will be paid but subject to the above guideline

ARTICLE V - WAGE INCREASES

All non-probationary employees shall receive the following wage increases:

Retroactive to July 15, 2013	\$.20 per hour
January 12, 2014	\$.25 per hour
July 13, 2014	\$.25 per hour
January 18, 2015	\$.25 per hour
July 19, 2015	\$.25 per hour
January 17, 2016	\$.25 per hour
July 17, 2016	\$.25 per hour
January 15, 2017	\$.25 per hour
Total	\$1. 95

New employees after completing their probationary period of sixty (60) days shall receive a wage increase of twenty-five (\$.25) cents per hour.

All full-time hi-lo drivers shall receive a premium of seventy-five (\$.75) cents per hour. Any temporary hi-lo drivers working minimum of one (1) hour shall be entitled to the premium only while operating a hi-lo.

ARTICLE VI - ANNUITY FUND

Section 1. The Employer will pay to Local 2013 Annuity Fund, per month in advance for all employees employed four (4) months or more on the payroll any day during any month thereafter, to be used by Local 2013 Annuity Fund as an Annuity Fund as follows:

<u>EFFECTIVE DATE</u>	<u>AMOUNT</u>
August 1, 2013	\$25.00 per month
August 1, 2015	\$30.00 per month

The Employer shall continue to contribute to the Local 2013 Annuity Fund for any employee who has a break in employment due to sick disability or workers compensation for a period of three (3) months.

The Employer is required to make contributions to the Annuity Fund, at the applicable rates set forth above, for new employees who complete their probationary period prior to the 20th calendar day of that month. For those employees who complete their probationary period on or after the 21st day of the month, contributions to the

Annuity Fund shall commence effective the following month.

Section 2. The Annuity Fund has been created and maintained pursuant to an agreement and declaration of Trust ("Trust") . Said Trust is hereby made a part of this agreement with the same force and effect as if fully incorporated herein. The Employer and Union hereby agree that upon the execution of this agreement they shall be deemed parties to the Trust.

Section 3. When an Employer is two (2) months or more in arrears in contributions into the Annuity Fund, the Employer shall make those contributions and, in addition, the employer shall deposit a sum equal to six (6) months of contributions (based upon the number of employees for whom contributions were due in that month preceding the demand for that deposit) into an Annuity Fund savings account. That sum shall remain on deposit during the lifetime of this agreement. The interest thereon shall accrue to the Annuity Fund and the principal shall be applied against any further Employer delinquency that might occur during the term of this agreement. If any further delinquency does arise, during this agreement, the Employer shall be required to satisfy it and keep six (6) months of contributions on deposit. The deposit of said funds shall be made within ten (10) days after notification by the Annuity Fund.

Section 4. The Employer shall pay all costs and reasonable legal fees incurred or to be incurred in ascertaining and collecting any delinquent payments due to the Annuity Fund.

ARTICLE VI - WELFARE FUND

Section 1. The Employer shall contribute to the Local 2013 Health & Welfare Fund ("Fund") according to the rates set forth in the General Agreement.

ARTICLE VII - SICK LEAVE

All non-probationary employees shall be entitled to two (2) paid sick days during their first year of employment. Thereafter, they shall receive five (5) paid sick days on a pro-rata basis during each contract year. All unused sick leave shall be paid to the employee, at regular pay, two (2) weeks before the expiration of the contract year.

ARTICLE VIII - SAFETY PROVISIONS & PAY FOR TIME LOST

The Employer will make reasonable provisions for the safety and health of its employees, and shall comply with all Federal, State and Municipal requirements for safeguards and cleanliness. Should a worker be injured at the plant, he shall be paid for his entire day.

ARTICLE XI - WORK BOOT ALLOWANCE

Employees working in the Deli/Perishables Department shall receive a yearly work boot allowance of \$120.00. Employees not assigned to work in Deli/Perishables Department receive a yearly work boot allowance of \$50.00 per year.

ARTICLE X - EXPIRATION

This agreement shall expire on the 16th day of July, 2017. It shall be automatically renewed from year to year thereafter, unless modified or terminated by either party giving to the other party not less than sixty (60) days written notice, by registered mail, prior to the next termination date, of its desire to modify or terminate this agreement. Should said sixty (60) days notice be given, joint conferences between the parties shall commence at least thirty (30) days before the termination date, for negotiation purposes.

ARTICLE XI - TERM OF AGREEMENT

This supplemental agreement shall be a four (4) year agreement and shall go into force and effect on July 17, 2013, and shall continue in effect until July 16, 2017.

Attached to this Supplemental Agreement is the General Agreement for the Colton, CA location.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly authorized officers and have hereunto set their hands and seals the day and year first above written.

RESTAURANT DEPOT

BY: 

SHER DARDEN

LOCAL 2013 UFCW

BY: 

Louis Mark Carotenuto-
PRESIDENT

WITNESSES:

DATED: 10 /01 11

Restaurant Depot
2150 Oliver Holmes Road
Colton, CA 92324

Please be advised that the bargaining unit employees ("Employees") of your company ("Company") have been accepted for medical benefits with Local 2013 Health & Welfare Fund, effective August 1, 2009.

Local 2013 Health & Welfare Fund ("Fund") agrees that the benefits to be provided will include the following:

Dental, Prescription, Medical, Optical, Life Insurance, Legal Services and participation in a P.P.O. provider network.

The above are a summary of benefits. For more information of benefits provided by the Fund, consult the Summary Plan Description (Medical Booklet).

Also be advised that the "Sign of Group" effective date for benefits shall be the first month for whom contributions are received from the Employer/Employee.

Future employees' effective date for benefits including Dental and Prescription shall be the first day of the first month after three (3) months of Employer contributions. Pre-existing condition and dependent coverage shall be in accordance with the Fund's Summary Plan Description. Please be aware that once a member, spouse or dependent is enrolled for coverage they are subject to all waiting periods and pre-existing clauses.

RESTAURANT DEPOT

BY: 

DATED: 10/31/13

LOCAL 2013 U.F.C.W.

LOCAL 2013 HEALTH & WELFARE FUND

BY: 

DATED: 11-4-13