

AGREEMENT

January 1, 2018 through December 31, 2020

between

KEIL'S FOOD STORES

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 135**

KEIL'S FOOD STORES AGREEMENT

THIS AGREEMENT is made and entered into as of January 1, 2018, by and between **Keil's, Inc.**, referred to hereinafter as the "Employer" and **United Food and Commercial Workers Union, Local 135**, chartered by the United Food and Commercial Workers International Union, AFL-CIO, referred to hereinafter as the "Union".

ARTICLE 1 PURPOSE AND SCOPE OF AGREEMENT

1.1 It is hereby agreed by and between the Parties hereto that this Agreement shall apply to all employees employed by the Employer in the store located in San Diego County, California, at the following address: 7403 Jackson Drive, San Diego, California 92119, and shall endeavor to promote and improve economic relations between the Employer and its employees covered hereby and shall set forth the basic Agreement covering the rates of pay, hours of work and conditions of employment to be observed between the Parties hereto.

ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees employed in the classifications contained herein in the stores listed in Article 1 herein, excluding the owners, Ron and Rick Keil, and one Store Director as well as three (3) other management exclusions in each store plus a Pharmacy Manager (if the store has a Pharmacy) and all personnel employed by the concessionaires, licensees, and lessees, as well as all Courtesy Clerks hired after May 3, 2000.

2.2 Food Clerk/Combo Clerk. Subject to the exclusions from the bargaining unit described above, a Food Clerk is an employee who handles all foodstuffs and including all household paper goods and household cleaning and laundry supplies, including alcoholic beverages and products located in the liquor department including drink mixes and related items, bakery items, bulk foods, candy, nuts and peanuts in the liquor department and candy sections, tobacco, disposable diapers, special purpose party plates, special purpose party cups and special purpose party napkins, snack bar items, take-out food items, service delicatessen items, health products, nutritional supplements, beauty aids and household hardware, drug clerk functions, nursery and florist merchandise, insecticides and general merchandise. Store office employees whose work is directly connected to checkstand procedures or operations are also included in this category.

Employees presently classified as Food Clerk who may be affected by this modification will be given the opportunity to be reassigned to food work or voluntarily continue in their current assignment at the appropriate rate.

2.3 General Merchandise Clerk. Subject to the exclusions from the bargaining unit described above, a General Merchandise Clerk is an employee who handles any merchandise including, but not limited to, bakery items, service delicatessen items, health products, nutritional supplements, beauty aids, drug clerk functions, or performs any function other than that included in the definition of Food Clerk. Traveling clerks of concessionaires who service health products, nutritional supplements, beauty aids and houseware items or similar lines of merchandise shall be classified as General Merchandise Clerks.

2.4 Courtesy Clerk. A Courtesy Clerk is an employee whose duties do not include any of the work of a regular clerk. Courtesy Clerks may perform cleanup work anywhere in the store. Courtesy Clerks may keep the checkstands stocked with supplies. Courtesy Clerks may handle merchandise after it has become the property of the customer and may also assist the checker or cashier in removing merchandise from the baskets or pushcarts and may return carry-backs to the shelves. Courtesy Clerks may collect and line up pushcarts or baskets and return them to the market and may keep the parking lot orderly and free from refuse. Courtesy Clerks may carry empty bottles to a collection point, sort and account for same and may also carry refuse to a point of disposal. Courtesy Clerks may hang signs and may put up any non-price specific signs and their duties include breaking up, removal and baling of cartons. Courtesy Clerks may put up and/or remove ice. The work to be performed by Courtesy Clerks is limited to the duties set forth in this Paragraph.

2.5 Meat Cutter. Subject to the exclusions set forth in Section 2.7 below, production work functions requiring the skills and judgment of the meat cutting craft in the reduction of primal and subprimal beef, pork and veal products, as may be delivered to the store, to retail cuts is reserved exclusively to the Meat Cutter classification (Head Meat Cutter, Journeyman Meat Cutter or Apprentice Meat Cutter). Production work for the purposes of this Paragraph is defined as the work commencing with the initial reduction of the primal and/or subprimal beef, pork or veal (whether by use of the saw, knife or other tool(s) of the trade) through and including the trimming, boning and leaning out of such product as may be necessary to reduce the beef, pork or veal product to a retail cut. Production work does not include the functions of scraping/boating, dusting, traying, etc. A Meat Cutter may also perform any work in the Meat Department and shall perform such work as assigned.

2.6 Apprentice Meat Cutter.

a) Length of Apprenticeship. Apprentice Meat Cutters shall be employed only in accordance with the Shelley-Maloney Act and be paid the rates provided for Apprentices herein. The Apprentice program shall consist of a two (2) year training period.

Apprentices may work without supervision fifty percent (50%) of their work schedule during the first half of the program and may work alone during the second half of the program.

b) Weekly Guarantee. Apprentices must be employed a minimum of forty (40) hours per week.

2.7 Wrapper. The Wrapper classification is permitted to perform any work in the Meat and/or Seafood Departments not expressly reserved to the Meat Cutter classification as set forth in Section 2.5 above. Further, employees in the Wrapper classification may perform cubing/tenderizing. Grinding of any meat product utilizing the large production grinder shall be performed under the direct supervision of a Meat Cutter, except that the grinding of the contents of preground chubs may be performed by a Meat Wrapper when no Meat Cutter is on duty. Use of the small grinder by the Meat Wrapper for any purpose may be done without conditions or restrictions.

2.8 Response to Customer Requests. Notwithstanding anything hereinabove, any employee covered by this Agreement shall be permitted to perform any functions on any product in satisfying a customer's request.

2.9 Past practice shall not be a guide in the interpretation or application of the provisions of Sections 2.2 through 2.8 above.

2.10 At the Employer's option, work in a lower category may be performed by employees in a higher category provided the Employer pays the employee at the higher rate.

It is further understood and agreed that nothing contained herein shall preclude an Employer from assigning work from a higher-rated classification of employment to a lower-rated classification at any time regardless of the Employer's practice provided that such an assignment is not violative of the express terms of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 All rights of management are vested solely with the Employer in the operation of the business and are limited only by the specific provisions of this Agreement.

ARTICLE 4 UNION SECURITY

4.1 PROVISION. All employees shall, as a condition of employment, pay to the Union the initiation fees and/or reinstatement fees and periodic dues lawfully required by the Union. This obligation shall commence on the thirty-first (31st) day following the date of employment by the Employer who is signatory to this Agreement, or the effective date of this Agreement, or the date of signature, whichever is later.

4.2 NOTICE OF NEW HIRES. The Employer agrees to notify the Union, in writing, within fourteen (14) days from the date of first employment of any employee subject to this Agreement, of the name of such employee, mailing address, store number, Social Security number, the position for which employed, the date of first employment and the rate of pay at which the person is employed.

4.3 CONDITIONS OF WORK FOR NEW EMPLOYEES. The Employer shall pay such person so employed during the period said person is not a member of the Union, the regular Union wages provided for in this Agreement for the class of work said person is doing, and shall in all other respects require said person to work under and live up to all of the provisions set forth in this Agreement.

4.4 Delinquency notices will be sent to the employee's home address (if the Employer has furnished the Union with such information); otherwise, it will be sent to the store in which the employee works, with copies sent to the Employer and to the Store Director.

4.5 TERMINATION NOTICE. The termination notice shall be sent to the Employer involved. The copy to be sent to the employee shall be sent to the employee's home address (if the Employer has furnished the Union with such information). If the Employer has not furnished such information, the copy shall be sent to the employee at the store where the employee works.

4.6 The Employer shall terminate the employee at the end of the current week's work schedule after receipt by the Employer of the termination notice provided said letter is received four (4) workdays prior to the end of the employee's current weekly work schedule.

4.7 The Union hereby indemnifies and defends the Employer and holds it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or

in reliance on any list or certificate which shall have been furnished to the Employer under any of such provisions.

ARTICLE 5 AUTHORIZATION FOR DEDUCTION

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

5.2 Such deductions shall be made by the Employer from wages of employees from their weekly pay periods and will be transmitted to the Union as soon as possible monthly after such deductions are made, unless such deductions are unable to be made because of equipment breakdown or acts of God.

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

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

ARTICLE 6 NON-DISCRIMINATION

6.1 There will be no discrimination by the Union or the Employer because of race, religion, sex, sexual preference, creed, color, national origin, or age as provided by law nor by the Employer against any employee because of Union membership or activities.

6.2 Whenever a word is used in the masculine gender, it is intended to and does include both men and women equally.

ARTICLE 7 SENIORITY

7.1 Seniority lists and seniority rights shall be established by each store location and seniority shall operate within each store.

7.2 Seniority for employees shall be based upon continuous service from the last employment date with the Employer within the employee's store location.

7.3 All new employees shall be on probation for a trial period of ninety (90) calendar days, with a thirty (30) working day extension upon mutual agreement by the Parties. Thereafter, they shall be placed on the seniority roster and their seniority shall date from date of hire.

7.4 Copies of all seniority lists shall be submitted to the Union every six (6) months.

7.5 Seniority can only be broken by the following:

- A. Quit.
- B. Discharge.
- C. Layoff for a period of time equivalent to the employee's seniority but in no event to exceed six (6) months.
- D. Failure to return in accordance with the terms of a leave of absence or when recalled after a layoff.

7.6 When two (2) or more employees are hired on the same day, in the same classification, their individual seniority shall be the same date for all purposes.

7.7 In the case of layoffs, due to lack of work or a reduction in hours, the Employer shall recognize seniority within each job classification at each store location listed hereinafter:

1. Food Clerks/Combo Clerks (including Food, Produce, Wall Deli and Dairy)
2. General Merchandise Clerks
3. Courtesy Clerks
4. Meat Cutters
5. Meat Wrappers
6. Service Deli Clerks
7. Bakery Clerks
8. Seafood Clerks
9. Janitors
10. Receiving Clerks

7.8 Courtesy Clerks and Service Clerks who accumulate one (1) year of service with the Employer under this Agreement, shall, upon making application to the Employer, be considered candidates in the store for promotion to higher paid classification jobs, based upon ability, qualifications and employment record.

7.9 For all such classifications, the Employer shall consider seniority in conjunction with qualifications, skill, ability and practicability in the case of scheduling, layoffs, hour reductions, promotions, transfers, etc. Where all of the above, except seniority, are relatively equal, seniority shall govern. (For employees hired prior to January 25, 1996, their original date of hire shall apply for layoff purposes regardless of their actual store seniority or which store they are actually working. However, store seniority shall be utilized for scheduling, vacations, etc.)

7.10 Any employee who transfers stores at the request of the Employer shall not suffer any loss of seniority and shall have his/her original store seniority date transferred to the new store for all purposes. Employees who request, and are granted, a transfer between stores shall commence with a new store seniority date for all purposes on the date of such transfer.

7.11 Nothing in this Article shall prohibit temporary transfers of employees between stores for the purposes of vacation or other absence, relief coverage, special store promotions, training or any emergency.

7.12 The principle that the last person laid off within a classification shall be the first to return to

work will prevail. Employees reduced from full-time to part-time, shall have first opportunity to return to their old classification or full-time status.

7.13 On recall from layoff, the employees must return to work within three (3) days after notification by certified mail by the Employer, directed to the employee's last known address. Failure to return within this time will result in the employee's loss of seniority.

7.14 The Employer will notify the Union of all new hires, promotions, demotions and layoffs occurring among the members of the Union within fourteen (14) calendar days of said occurrence.

ARTICLE 8 LEAVE OF ABSENCE

8.1 PREGNANCY, ILLNESS AND INJURY. Except for pregnancy as set forth below, the Employer agrees to grant to any employee who has been with the Employer for one (1) year or more, a leave of absence for certified illness, or injury, and Union certified leave, up to ninety (90) days. Leaves which are requested by the employee which exceed thirty (30) days must be approved by the Employer, who shall not unreasonably withhold approval.

8.2 The Employer agrees to grant to any pregnant employee, a leave of absence for that pregnancy, childbirth, or related medical conditions, for a period of medically certified disability relating to such a condition not to exceed four (4) months.

8.3 At the Employer's discretion, employees may be granted a leave of absence not to exceed ninety (90) days for other purposes.

8.4 FUNERAL LEAVE. Upon completion of six (6) months of service with the Employer, in the case of a death in the immediate family (spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, and grandparents) of an employee requiring the absence of the employee, up to three (3) days off shall be paid. Pay for such leave shall be at the straight-time rate for the hours scheduled for each workday lost because of such absence. The paid funeral leave shall be confined to a maximum of three (3) consecutive calendar days beginning with the day of death or the day immediately following the day of death. Verification shall be supplied to the Employer if requested.

8.5 SENIORITY AFTER A LEAVE. At the end of any period of approved leave of absence, an employee shall be restored to employment with the Employer with full seniority to a position comparable to the one he/she held immediately prior to such leave of absence, provided that the employee is physically able to efficiently perform work comparable to that which he/she performed prior to such leave of absence.

8.6 If applicable by operation of law, the Employer shall apply the mandates of the California and Federal Family Medical Leave Acts consistent with this Section.

ARTICLE 9 JURY DUTY

9.1 Upon completion of six (6) months of service with the Employer, all employees actually summoned and serving on juries will be granted time off, when needed, for actual jury duty and will receive the difference between their straight-time basic weekly pay and the amount received while on

jury duty except such jury duty fee which they receive while serving on their normally scheduled day off. Such jury duty pay shall not exceed two (2) days of pay per year. They will be expected to work when the jury is not in session and at least two (2) hours or more remain on their shift. Employees shall be scheduled for shifts between 6:00 a.m. and 6:00 p.m. Monday through Friday when on jury duty.

ARTICLE 10 WORKING HOURS AND OVERTIME

10.1 FULL-TIME EMPLOYEE.

A. **GUARANTEED FULL-TIME EMPLOYEE** – A guaranteed full-time employee is defined as one who has attained at least 1,975 total hours in 2009. A guaranteed full-time employee will be guaranteed at least forty (40) straight-time hours per week (five (5), eight (8) hour days). In addition, a guaranteed full-time employee is guaranteed at least eight (8) hours on any Sunday or Holiday they work at the premium rate of pay as defined in the collective bargaining agreement. Employees defined as Bookkeepers and Janitors may work their forty (40) straight-time hours per week in six (6) days.

B. **REGULAR FULL-TIME EMPLOYEE** – A regular full-time employee is defined as one who has attained between 1,725 and 1,974 total hours in 2009. A regular full-time employee will be guaranteed no less than thirty-two (32) hours in a five (5) day period during the work week. In addition, a regular full-time employee is guaranteed at least six (6) hours on any Sunday or Holiday they work at the premium rate of pay as defined in the collective bargaining agreement.

10.2 PART-TIME EMPLOYEE.

A. A part-time employee is defined as one who has attained 1,724 or fewer total hours in 2009. A part-time employee is guaranteed at least four (4) hours per day when said employee works as scheduled or required.

B. Effective January 1, 2000, part-time Clerks will be guaranteed twenty-one and one-half (21.5) hours work in each week but no less than ninety-two (92) hours per month. In the case of Courtesy Clerks, each part-time employee shall be scheduled for at least sixteen (16) hours work in each week provided that the employee is available, willing and able to work as scheduled during such workweek.

C. The above daily guarantee shall not apply if one or more of the following conditions exist:

1. Employees scheduled to work are absent;
2. Work is not available due to acts of God, power shortages, civil disturbances or other acts beyond the control of the Employer;
3. The part-time employee, the Employer and the Union agree that the employee may work less than twenty-one and one-half (21.5) hours per week, in any week, without the

Union's agreement provided the employee has volunteered for, or requested, and the Employer provides written notification to the Union of such a schedule;

4. An unanticipated, significant business fluctuation;

5. During the week an employee is hired, recalled from layoff, or returns from leave of absence.

10.3 WORKWEEK. The workweek shall be Monday through Sunday.

10.4 OVERTIME. All work performed in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any one (1) workweek, shall be deemed overtime and paid for at the overtime rate of time and one-half (1½) the employee's regular rate of pay.

10.5 Employees scheduled more than six (6) hours in a work day shall receive two (2) daily rest periods of ten (10) minutes each, without loss of pay, one rest period to be in the first half of the work day, the second rest period to be in the second half of the work day as near as possible to the middle of the shift. Employees scheduled six (6) hours in a work day shall receive one (1) fifteen (15) minute rest period during the day, as near as possible to the middle of the shift. Employees scheduled less than six (6) hours in a work day shall receive one (1) ten (10) minute rest period during the day, as near as possible to the middle of the shift.

10.6 LUNCH PERIOD. All hours shall be worked consecutively except for an unpaid lunch period which shall be one (1) hour. No eight (8) hour employee shall be scheduled for more than five (5) hours or less than three (3) hours before a meal break. However, by mutual agreement less than one (1) hour may be established to meet business conditions, but in no event may less than one-half (½) hour be given.

10.7 WORK SCHEDULE.

A. The Employer shall post a work schedule in ink for all employees, showing their surname and first initial, absent extenuating circumstances, not later than noon on Friday preceding the first day of the following workweek. An employee shall be guaranteed pay for the specific days in a workweek upon which he/she is scheduled to work, provided he/she is available for such work and further provided said employee has not received at least two (2) hours' notice that the schedule has been changed.

B. In the event that a new schedule is not posted, the previous week's schedule shall apply. In formulating the work schedule of any employee, a minimum of ten (10) hours shall have elapsed between the two (2) consecutive work shifts unless the weekly rotation of Sunday and night shifts is involved. This provision shall not apply in the event of emergencies. Work performed prior to the ten (10) hours' elapsed time in violation of this Paragraph shall be paid at the rate of time and one-half (1½).

C. Consistent with legitimate business principles, employees shall be scheduled in accordance with the principles of seniority set forth herein.

10.8 SIXTH OR SEVENTH DAY. No employee shall be required to work seven (7) days in

any workweek except in an emergency. 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 (6th) or seventh (7th) day of the workweek unless scheduled to work on such days.

10.9 PREDESIGNATED DAY OFF GUARANTEE. Whenever any full-time employee, including full-time Courtesy Clerks, is called in for work on his/her predesignated day off, said employee shall be guaranteed the overtime rate of time and one-half (1½), or the premium rate, whichever is applicable for all hours worked.

10.10 SUNDAY GUARANTEE.

A. Except as provided below and exclusive of part-time Courtesy Clerks, when any employee is required to work on Sunday, he/she shall be guaranteed eight (8) hours' work at the Sunday premium rate. All Courtesy Clerks who are required to perform work on Saturday or Sunday shall be guaranteed four (4) hours' work on those days, as long as they are able and available to work those hours. Part-time Clerks shall be scheduled for a four (4) hour minimum guaranteed shift on Sunday.

B. Employees classified as General Merchandise Clerks shall be guaranteed four (4) hours of work at the Sunday premium rate of pay when required to perform work on Sunday.

C. EASTER SUNDAY. In the event the Employer is not able to obtain enough qualified voluntary employees in the needed classifications, qualified employees in the needed classification shall be selected to work on Easter Sunday by order of inverse seniority.

10.11 WORKDAY DEFINED. For the purpose of this Agreement, a working day is the period from midnight to midnight. Where shifts overlap into two (2) working days, payment shall be made for the hours worked on each working day in accordance with the rates established for such days.

10.12 WAGES. The classifications and minimum wages under this Agreement shall be as set forth in Appendix A, which is attached hereto, and is expressly made a part of this Agreement (these rates do not include night or holiday premiums).

10.13 NIGHT PREMIUMS.

A. All employees except Courtesy Clerks, shall be paid a premium of twenty-five cents (25¢) per hour for all time worked after 8:00 P.M. and before Midnight and fifty cents (50¢) per hour for all time worked after Midnight and before 6:00 A.M.

B. Effective July 10, 1991, all employees except Courtesy Clerks shall be paid a premium of twenty-five cents (25¢) per hour for all time worked after 7:00 P.M. and before Midnight, and fifty cents (50¢) per hour for all time worked after Midnight and before 6:00 A.M.

C. Effective July 10, 1992, all employees except Courtesy Clerks shall be paid a premium of twenty-five cents (25¢) per hour for all time worked after 6:00 P.M. and before Midnight, and fifty cents (50¢) per hour for all time worked after Midnight and before 6:00 A.M.

10.14 SUNDAY PREMIUMS.

A. For all employees hired prior to January 25, 1996, all employees, except Courtesy Clerks, shall be paid for all hours scheduled or worked on Sundays at the premium rate of one dollar (\$1.00) above the employee's regular straight-time hourly pay rate. Effective July 10, 1991, the Sunday Premium shall henceforth be one and one-fourth (1¼) times the employee's regular straight-time hourly pay rate. Effective July 10, 1992, the Sunday Premium shall henceforth be one and one-half (1½) times the employee's regular straight-time hourly pay rate.

B. For employees hired on or after January 25, 1996, all employees except Courtesy Clerks shall be paid for all hours scheduled or worked on Sundays at the premium rate of one dollar (\$1.00) above the employee's regular straight-time hourly rate of pay. Effective August 1, 1997, the premium shall henceforth be one dollar and twenty-five cents (\$1.25) above the employee's regular straight-time hourly rate of pay. Effective August 1, 1998, the premium shall henceforth be one dollar and fifty cents (\$1.50) above the employee's regular straight-time hourly rate of pay.

C. Courtesy Clerks. During the period of this Agreement, Courtesy Clerks shall be paid a premium of fifty cents (50¢) per hour for all time worked on Sunday.

10.15 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 except:

Overtime shall be computed on the base straight-time hourly rate.

ARTICLE 11 HOLIDAYS

11.1 PAID HOLIDAYS.

A. The Employer agrees that the following days shall be considered holidays and granted without reduction in pay. Any employee hired within thirty (30) days of a recognized holiday will not receive holiday pay for time not worked on the holiday:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. Employees hired prior to January 25, 1996 with more than one (1) year of seniority shall receive three (3) personal holidays per year.

C. Employees hired on or after January 25, 1996 shall receive personal holidays in accordance with the following schedule:

1. After one (1) year of employment = one (1) personal holiday;
2. After two (2) years of employment = two (2) personal holidays;
3. After three (3) years of employment = three (3) personal holidays.

D. Payment for such personal holidays shall be made on each anniversary of the employee's date of hire. Said payment shall be eight (8) hours for each day for all full-time employees and shall be paid on a pro rata basis of hours worked in the previous year to 2,080 hours for each day to all part-time employees. The actual day off for said personal holiday shall be arranged by mutual agreement with the employee and their immediate supervisor.

11.2 HOLIDAY PREMIUM.

A. For employees hired before January 25, 1996, all work performed on a holiday shall be compensated for at two and one-half (2½) times the employee's straight-time hourly rate of pay. Effective July 10, 1991, all work performed on a holiday shall be compensated for at three (3) times the employee's straight-time hourly rate of pay. Said pay shall include any premium pay or overtime that may be applicable, and includes pay for the holiday itself.

B. For employees hired on or after January 25, 1996, all holidays worked shall be compensated for at two (2) times the employee's regular rate of pay which shall encompass holiday pay.

C. Full-time employees who do not work the holiday shall receive holiday pay at their regular straight-time hourly rate equal to the hours that they averaged on a daily basis in the preceding four (4) weeks.

11.3 PART-TIME EMPLOYEES. Regular part-time employees shall be entitled to pay in accordance with this Article only if said holiday falls on their scheduled workday or if such employee is scheduled for forty (40) hours work during the holiday week. Holiday pay for any such regular part-time employee shall be computed by averaging the number of hours worked by the employee on the day of the week on which the holiday falls for the four (4) week period immediately prior to the holiday week. Work schedules shall not be changed for the purpose of avoiding holiday payments. The determining factor shall be the employee's prior work schedules.

11.4 REQUIREMENTS. No employee shall receive pay for any holidays not worked unless such employee has reported for work on his/her regular working day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and the said day after said holiday is excused by the Employer.

11.5 VOLUNTARY CLOSING. When the Employer voluntarily closes his store to the public on any holiday other than those set forth in Section 11.1.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 his store in memory of or in tribute to any individual or event.

11.6 HOLIDAY GUARANTEE. Full-time and part-time employees may be scheduled to work on a holiday for a number of hours not less than those usually worked on the day on which the holiday falls. All Courtesy Clerks who are required to perform work on any of the holidays enumerated herein shall be guaranteed four (4) hours work on those days as long as they are able and available to work those hours.

ARTICLE 12
VACATIONS

12.1 FULL-TIME EMPLOYEES – HIRED PRIOR TO JANUARY 25, 1996.

A. One Year. All full-time employees who have been continuously employed by the Employer for one (1) year shall receive one (1) week vacation with full pay.

B. 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.

C. Five Years. All full-time employees who have been continuously employed by the Employer for five (5) years shall receive three (3) weeks vacation with full pay.

D. 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.

12.2 FULL-TIME EMPLOYEES – HIRED ON OR AFTER JANUARY 25, 1996.

A. One Year. All full-time employees who have been continuously employed by the Employer for one (1) year shall receive one (1) week vacation with full pay.

B. 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.

C. Eight Years. All full-time employees who have been continuously employed by the Employer for eight (8) years shall receive three (3) weeks vacation with full pay.

12.3 Full Pay Defined. The term “full pay” shall be defined as forty (40) hours pay at the employee’s straight-time hourly rate which was in effect at the time his/her vacation became due provided the employee has worked a minimum of 1,800 hours in the previous year of employment. Employees with less than 1,800 hours of work shall have their vacation pay determined by reference to Section 12.4 below.

12.4 PART-TIME EMPLOYEES. Part-time employees, including Courtesy Clerks, 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.

12.5 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 for any year 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.

12.6 Employees whose employment is terminated, and who have been in the continuous employ of the Employer more than six (6) months, but less than one (1) year, shall not be entitled to such pro rata pay where termination of employment is due to a discharge or to a voluntary quit, but shall receive prorated vacation only where termination of employment is due to a layoff.

12.7 VACATION SCHEDULE. Vacation periods shall be fixed by the Employer to suit the requirements of his business, but as far as possible and practicable, vacations will be given during the summer months, and for employees with school-age children, during the school vacations. Vacation periods shall be unbroken unless by mutual consent between the Employer and employee, or where it is impractical. Any actual conflicts in employee vacation requests shall be resolved by reference to employee seniority. More senior employees may not preempt vacation requests that have already been approved by the Employer. Grievances relating to this Section shall be subject to the Grievance and Arbitration Procedure in this Agreement.

12.8 NOTICE. In scheduling a vacation of an employee, the Employer shall give at least two (2) weeks' notice prior to the date of beginning the vacation.

12.9 NOT WAIVED. Vacations may not be waived by employees, nor may extra pay be received for work during the period; provided, however, that by prior mutual agreement between the Employer, employees, and the Union, this provision may be waived.

12.10 NOT CUMULATIVE. Vacations may not be cumulative from one year to another.

12.11 HOLIDAY DURING VACATION. If a holiday, named under Article 11 of this Agreement, falls within the vacation period of an employee, he/she shall be granted an additional day's pay in lieu of the holiday.

12.12 PAYMENT DATE. The Employer shall pay the employee the vacation pay accrued during the employee's anniversary year, either prior to taking the vacation or on 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 13 KEIL'S COMBINATION CLERK

13.1 The parties agree that the Employer may hire "Combination Clerks", subject to the provisions of this Article. It is agreed that the purpose of creating this classification is to provide the Employer with additional flexibility in store operations by training and utilizing Combination Clerks in the classifications set forth below. It is not the intent of the Employer to use Combination Clerks exclusively in the Food and/or Receiving classifications.

13.2 A Keil's Combination Clerk is one expressly designated as such by the Employer and may work in the store as a General Merchandise Clerk, a Bakery, Seafood or Service Deli Clerk, a Receiving Clerk or a Food Clerk at the Employer's option. There is no requirement that any set number of hours be worked in any one classification as long as the particular employee has the ability, skill or experience to perform the work of any of the above classifications.

13.3 The number of Combination Clerks employed at each Keil's location shall be limited to six (6) employees per store location. If the employer opens a new store(s) in Local 135's jurisdiction during the life of this agreement, any new stores shall be limited to six (6) Combination Clerks. In the event the lease rate for Keil's #1 is increased to \$13.00 per square foot or more, or in the event of a store closure, the remaining stores may have a limit of six (6) Combination Clerks per store location. No one will be displaced or suffer a reduction in hours as a result of an increase of Combination Clerks.

13.4 Any issues not mutually resolved or agreed upon, including the expansion to other locations or elimination of this program, shall be subject to the grievance and arbitration procedures contained herein.

ARTICLE 14 MISCELLANEOUS WORKING CONDITIONS

14.1 All protective aprons required by the Employer to be worn in the store shall be furnished by the Employer.

14.2 When management supplies drip-dry uniforms, said uniforms will be laundered by the employee.

14.3 If a physical examination or a health permit is required by the Employer or local government, the cost of the examination or the health permit shall be borne by the Employer.

14.4 The Employer shall have the right to establish and implement appropriate dress and/or grooming regulations or other work rules.

14.5 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.

ARTICLE 15 PROBATIONARY AND TRIAL PERIOD

15.1 The first ninety (90) days of employment of a new employee shall be considered a probationary period, with a thirty (30) working day extension upon mutual agreement by the parties.

15.2 During the probationary period, the Employer may discharge an employee for any reason whatsoever without the Union or employee having any recourse to the grievance and arbitration procedure.

ARTICLE 16 DISCHARGE

16.1 Employees may be discharged for good cause.

16.2 It is understood that "Good Cause" as used in this Article shall include, but is not limited to, theft or other dishonesty, gross insubordination, fighting, conviction of a felony, sleeping on the job,

the possession or use of illegal drugs or alcohol on the job, which shall include the parking lot premises, intoxication or being under the influence of drugs or alcohol while on duty, gross carelessness and willful safety violations. It is further agreed that terminations for poor performance or excessive absenteeism or tardiness shall be processed according to the principles of progressive discipline.

ARTICLE 17 GRIEVANCE AND ARBITRATION PROCEDURE

17.1 Individual disputes arising under this contract should be presented to the Store Director by the grieving party, either the Union in appropriate cases or the employee. It is the joint responsibility of the Store Director and the grieving Party to attempt to solve the problem or problems as quickly as is possible. Failing to solve said problem or problems shall result in the following steps:

A. A grievance, which is defined as a violation of an express written term of this Agreement, need not be considered unless notification in writing is served by the Union upon the Employer within fourteen (14) calendar days of the occurrence giving rise to the grievance.

B. When such notification is served, the Employer, or his representative, shall meet the Union and attempt to resolve the issue.

C. If the Parties are unable to resolve the dispute, the Union may request that the dispute be arbitrated if such request is received by the Employer by the close of business (5:00 p.m.) within thirty (30) calendar days of the date the Union receives the Employer's final answer.

D. In the event the Parties are unable to agree upon the selection of an arbitrator within five (5) calendar days, the Federal Mediation and Conciliation Service shall be asked by the Union to provide each Party with a list of fifteen (15) arbitrators. The selection of the arbitrator shall be by each Party alternately striking off a name from the list until one remains.

E. The Arbitrator shall have no power to add to, subtract from, amend, change or otherwise modify this Agreement. Nor shall the Arbitrator impose any limitation or obligation on either party not expressly found in this Agreement.

F. The Arbitrator's decision shall be final and binding on both Parties provided it does not exceed the limits found herein and neither Party has had the Arbitrator's award vacated by a court of competent jurisdiction.

G. The Arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the Parties hereto.

17.2 Any and all matters of controversy, dispute or disagreement of any kind or character existing between the Parties and arising out of or in any way involving the interpretation or application of the terms of this Agreement shall be settled and resolved by the procedures and in the manner set forth in this Section 17. 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 or board. Neither Party to this Agreement shall refuse to proceed to arbitration upon the grounds that the matter in question is not arbitrable.

ARTICLE 18
WAGES

18.1 The minimum wage rates effective during the term of this Agreement are set forth in Appendix A, annexed hereto and made part of this Agreement.

18.2 Employees hired by Keil's Food Stores who have prior food industry experience may be given credit by the Employer for such experience.

18.3 WAGE INCREASES. Wage increases will be paid on the first (1st) Monday following the ratification of this Agreement.

18.4 All former Vons employees receiving above the contractual rates hired to start work on July 10, 1990, shall receive the same hourly increases as the Meat Cutter, Receiver or Food Clerk.

ARTICLE 19
GENERAL PRINCIPLES

19.1 STORE VISITS. In the spirit of this Agreement, the Union and Employer will work together to promote a harmonious relationship with the employees and will work toward solving problems in a responsible manner.

19.2 It is agreed that the authorized representatives of the Union shall have access to the store for the purpose of investigating and adjusting grievances, however, in the course of normal store visits, the representative shall not interfere with the duties of the employees or the business of the company.

19.3 NEW OR CHANGED WORK. At such time as the Employer changes the job content of an existing job, said work shall become/or remain bargaining unit work and the Employer and the Union shall meet to determine rates of pay.

19.4 HIRING. All employees hired after the ratification of this Agreement shall be given consideration for previous experience after sixty (60) days. Such consideration will be on the basis of demonstrated work performance and will not be unreasonably withheld.

19.5 TIME LIMITS. All time limits listed in this Agreement may be extended by mutual agreement.

19.6 STORE COORDINATORS. One (1) Store Coordinator shall be given up to two (2) days off per year to attend authorized Union meetings.

19.7 BOND. Whenever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premiums for the same shall be paid for the by Employer. Should an employee be refused bond by a bonding company, after his/her first thirty (30) days of employment, the Employer agrees to make a reasonable effort to secure a bond in an appropriate case.

19.8 POLYGRAPH TESTS. No Employer shall demand or require any applicant for employment or prospective employment or any employee to submit to or take a polygraph lie detector or similar test or examination as a condition of employment or continued employment.

19.9 BULLETIN BOARD. The Employer will provide bulletin board space for the posting of official Union notices.

ARTICLE 20 TRUST FUNDS

20.1 The Employer agrees to continue participation in the Southern California United Food and Commercial Workers Unions and Food Employers Benefit Fund, Joint Pension Trust Fund, Supplementary Unemployment and Supplementary Disability Funds. The Employer agrees to make contributions to the various Trust Funds, to include both health benefits (Plan A and A-110) and pension, and conforms with the provisions of Article 15 of the Retail Food, Meat, Bakery, Candy and General Merchandise Agreement of March 7, 2016 to March 3, 2019, and any subsequent agreements thereafter, between UFCW Locals 135, 324, 770, 1167, 1428, 1442 and 8-GS and Albertson's, Inc., Ralphs Grocery Co., Stater Bros. Markets, The Vons Companies, Inc., and Independent Retail Operators.

Benefit Fund: Effective April 1, 2012, and continuing thereafter, current employees will be required to pay premiums, deducted from their paychecks as a condition of participation in Plan A as follows: employee only – seven dollars (\$7.00) per week; employee plus children – ten dollars and fifty cents (\$10.50) per week; employee plus spouse – fifteen dollars (\$15.00) per week. Such premiums shall be deducted from the paychecks of current employees without further authorization.

The Employer agrees to contribute the same amounts per hour as agreed upon in the Master Retail Food Agreement from March 20, 2016 moving forward.

20.2 ACCEPTANCE OF TRUSTS

A. The Employer and the Union hereby accept the terms of the existing Benefit Fund, Supplementary Unemployment and Supplementary Disability Benefit Fund and the Joint Pension Trust Fund together with the terms of all other existing Trust Agreements referred to in this Article 20. By this acceptance, the Employer agrees to and shall become a party to each of said Trusts with the same force and effect as though the Employer had executed the original Declarations.

B. The Employer hereby accepts and designates the existing Employer Trustees and any additional or successor Trustees under these Trust Agreements as may be appointed under these Trust Agreements by the Food Employers Council, Inc., in accordance with the procedures set forth in such Trust Agreements.

ARTICLE 21 SICK LEAVE

21.1 SICK LEAVE ENTITLEMENT.

A. ELIGIBILITY

1. Employees hired prior to January 25, 1996 who have been continuously employed by the Employer for a period of at least one (1) year shall be entitled to six (6) days' sick leave with pay and on each anniversary date of employment thereafter, he/she shall be entitled to six (6) days' sick leave with pay.

2. Employees hired on or after January 25, 1996 shall be entitled to sick leave with pay according to the following schedule:

- a. Upon attaining one (1) years' continuous employment = three (3) days sick leave with pay.
- b. Upon attaining two (2) years' continuous employment = four (4) days sick leave with pay.
- c. Upon attaining three (3) years' continuous employment = five (5) days sick leave with pay.
- d. Upon attaining four (4) years' continuous employment = six (6) days sick leave with pay.

3. The above sick leave benefits shall not accumulate from year to year. Sick leave shall be payable beginning with the second (2nd) working day's absence due to non-hospitalized illness or injury and until the employee has received or is entitled to receive Workers' Compensation benefits or State Disability benefits. In any event, sick leave shall be payable only during the first week of absence and shall not be payable if the employee is receiving supplementary disability benefits under this Agreement.

B. SUPPLEMENTARY DISABILITY BENEFITS. Supplementary disability benefits will be provided in accordance with the provisions of Article 20.

C. SICK PAY DEFINED. For the purpose of this Section, sick pay shall mean pay at the employee's regular classification rate for those days and hours which the employee would have worked had the disability not occurred, calculated at straight-time.

21.2 DOCTOR'S CERTIFICATE. A doctor's certificate or other authoritative verification of illness may be required by the Employer.

21.3 WAITING PERIODS. The waiting period herein provided before sick leave pay commences shall apply for each illness, in case the sick leave benefit allowance has not been used up in previous illnesses. A day shall not be considered a waiting period day if the employee has worked more than one-half (1/2) of his/her scheduled shift.

21.4 PRO RATA. Sick leave shall be paid to all full-time and part-time employees, including Courtesy Clerks, on the basis set forth above. The total number of hours of accrued sick leave benefits shall be calculated on the ratio of total hours worked during the year preceding his/her anniversary date of employment to 2,080 hours.

21.5 UNUSED SICK LEAVE PAID. For the employee's second (2nd) and succeeding anniversary dates of employment, an unused sick leave to which an employee may be entitled shall be paid on the employee's anniversary date of employment. After a year's employment, the employee in the event of termination, shall be entitled to a payoff of unused sick leave entitlement and to pro rata payment of accumulated sick leave since his/her last anniversary date. The pro rata payment of accumulated sick leave, since his/her last anniversary date, shall not be paid to an employee who is discharged for proven or admitted dishonesty or who quits voluntarily.

ARTICLE 22 NO STRIKES, NO LOCKOUTS

22.1 It is the express intent of the Parties that for the duration of this Agreement, the procedure provided under the Grievance and Arbitration Article for handling disputes shall serve as the means for peaceful settlement of problems which may arise.

22.2 The Parties agree that there shall be no authorized strikes, stoppages of work, slowdowns, or lockouts during the life of this Agreement.

22.3 The Union agrees to refrain from discrimination against or disparaging the goods, products, employees, and services of the Employer during the life of this Agreement.

22.4 The above listed limitations shall not be binding upon either Party hereto if the other Party refuses to perform any obligation under this Article or refuses or fails to abide by, accept or perform a final decision or award of an arbitrator or board.

22.5 It is understood and agreed that the intent of this Article is that during the term of the collective bargaining agreement, the Union agrees on behalf of itself and the employees covered that they will not engage in, or encourage, or sanction any type of strike, slowdown, or work stoppage, including sitdowns, sympathy strikes, boycotts, handbilling or publicity campaigns of any type or any other act which interferes with, or tends to interfere with, or is intended to interfere with, the Employer's operation whether grievable or non-grievable under the collective bargaining agreement.

ARTICLE 23 SEPARABILITY

23.1 Should any Article, part or paragraph of this Agreement, be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective, or unenforceable, said Article, part or paragraph, shall not affect the validity and enforceability of any other Article, part or paragraph hereof, and the remainder of the Agreement shall continue in full force and effect.

ARTICLE 24 SUCCESSOR AND ASSIGNS

24.1 In the event of a bona fide sale or transfer of the store, the new owner or such transferee shall be notified of the existence of this Agreement. Additionally, the Union shall be given reasonable notice that a sale or transfer will occur. The former owner shall be required to meet any and all monetary benefits that employees have accumulated under this Agreement.

ARTICLE 25
COMPLETE AGREEMENT

25.1 This Agreement supersedes all prior agreements, commitments and practices, whether oral or written, between the Employer and the Union, or the Employer and any of the covered employees, and expresses all obligations of, and restrictions imposed on, the Employer and the Union unless outlined in a letter of understanding signed by both Parties.

25.2 This Agreement is subject to amendment, alteration or addition, only by a subsequent written agreement between and executed by, the Employer and the Union. The waiver of any breach, term or condition of this Agreement by either Party shall not constitute a precedent in the future enforcement of any such term or condition.

ARTICLE 26
DURATION OF AGREEMENT

26.1 This Agreement shall be effective from January 1, 2018 and shall continue in full force and effect through December 31, 2020, and from year to year thereafter unless, or until, either Party serves notice, in writing, at least sixty (60) days prior to the expiration of the original date of expiration or any subsequent period of a desire to change, modify, or terminate this Agreement. In the event either Party serves notice with respect to changes in or modification or termination of the Agreement, it is agreed that the Parties shall begin negotiations promptly. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect beyond the expiration date, subject however, to the right of either Party to terminate the entire Agreement upon at least fourteen (14) days prior written notice to the other Party.

FOR THE EMPLOYER:

FOR THE UNION:

Name

Name

Title

Title

Date

Date

Appendix A
Minimum Wage Rates

*No later than thirty (30) days after ratification, each employee will receive a one hundred dollar

(\$100) signing bonus.

	Current	First Monday Following Ratification	Effective 1/7/19	Effective 1/6/20
Food Clerks				
Journeyman	18.70	18.90	19.05	19.15
Sr. (1040 Hrs.)	16.21	16.50	16.75	16.85
4 th (1040 Hrs.)	15.14	15.35	15.50	15.60
3 rd (1040 Hrs.)	14.06	14.30	14.45	14.55
2 nd (1040 Hrs.)	12.99	13.20	13.35	14.00
1 st (1040 Hrs.)	11.32	12.00	12.75	13.75
Gen. Mdse., Bakery, Seafood & Deli				
Journeyman	14.20	14.40	14.55	14.65
Sr. (1040 Hrs.)	13.15	13.35	13.70	14.30
4 th (1040 Hrs.)	12.60	12.80	13.40	14.10
3 rd (1040 Hrs.)	12.05	12.25	13.10	13.90
2 nd (1040 Hrs.)	11.51	12.00	12.90	13.70
1 st (1040 Hrs.)	10.10	11.80	12.50	13.50
Combination Clerks				
Journeyman	14.45	14.65	14.80	14.90
Sr. (1040 Hrs.)	13.00	13.20	13.60	14.40
4 th (1040 Hrs.)	12.50	12.70	13.20	14.15
3 rd (1040 Hrs.)	12.00	12.30	13.00	13.95
2 nd (1040 Hrs.)	11.50	12.00	12.80	13.75
1 st (1040 Hrs.)	10.10	11.80	12.50	13.50
Courtesy Clerks				
	10.10	11.60	12.10	13.10
Janitors				
Experienced	13.20	13.40	13.55	14.50
4 th (1040 Hrs.)	12.20	12.40	13.15	14.15
3 rd (1040 Hrs.)	11.66	12.20	12.90	13.90
2 nd (1040 Hrs.)	11.01	12.00	12.70	13.70
1 st (1040 Hrs.)	10.80	11.80	12.50	13.50
Receiving Clerks				
Journeyman	18.70	18.90	19.05	19.15
Sr. (1040 Hrs.)	16.21	16.50	16.75	16.85
4 th (1040 Hrs.)	15.14	15.35	15.50	15.60
3 rd (1040 Hrs.)	14.06	14.30	14.45	14.55
2 nd (1040 Hrs.)	12.99	13.20	13.35	14.00
1 st (1040 Hrs.)	11.32	12.00	12.75	13.75
Meat Cutters				
Journeyman	19.49	19.69	19.84	19.94
Sr. (1040 Hrs.)	17.23	17.23	17.23	17.25
4 th (1040 Hrs.)	16.16	16.16	16.16	16.25
3 rd (1040 Hrs.)	15.09	15.09	15.25	15.75
2 nd (1040 Hrs.)	14.02	14.02	14.25	14.75
1 st (1040 Hrs.)	12.36	12.36	13.25	14.00
Meat Wrappers				
Experienced	15.03	15.23	15.38	15.48
Sr. (1040 Hrs.)	13.62	14.00	14.15	14.45
4 th (1040 Hrs.)	13.08	13.50	13.65	14.20
3 rd (1040 Hrs.)	12.54	13.00	13.15	14.00
2 nd (1040 Hrs.)	12.00	12.50	12.80	13.75
1 st (1040 Hrs.)	10.85	12.00	12.50	13.50

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