AGREEMENT

between

ACE, INC.

and

UFCW LOCALS 135, 324, 770, 1167, 1428
and 1442

October 27, 2017 – October 26, 2020
AGREEMENT

THIS AGREEMENT, made and entered into between Asiana Management Group, Inc. (d/b/a ACE Inc.), (hereinafter referred to as the "Employer"), and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCALS 324 & 770 chartered by the United Food and Commercial Workers International Union (hereinafter referred to as the "Union").

ARTICLE 1
BARGAINING UNIT

1. The Employer may have one (1) exclusion per location.
   - Excluded employees may perform bargaining unit work.

   The parties expressly recognize that the efficient utilization of the Sushi concept of product merchandising requires that coordination of outside suppliers, merchandisers, salesmen and in-store employees. The Employer agrees that it will not deviate significantly from its present method of operations in terms of vendors.

   The parties agree that preparatory work may be performed at a central location outside the store. If this work is performed in the store or by Albertsons' employees, it shall be covered by the contract. If it is performed at a central location, the work shall not be covered by this contract unless performed by Albertsons' employees.

ARTICLE 2
EMPLOYMENT PROCEDURES

A. Union Security: It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective or execution date, whichever is the latter, of this Agreement, shall remain members in good standing, and those who are not members on the effective or execution date, whichever is the latter, of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the latter, shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. For purposes of this Article, Union membership in good standing shall require only the payment of periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

   Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Paragraph A above, the Union shall notify the Employer, in writing, of such failure and the Employer shall, within seven (7) days
of receipt of such notice, discharge any such employee as provided in the Labor Management Relations Act of 1947 as amended.

The Union will advise the Employer, in writing, when any employee has failed to acquire or maintain Union membership as required by this Agreement. Immediately upon receipt of said notice, the Employer shall advise the employee(s) that they will no longer be scheduled for hours of work on the subsequent weekly schedule until said employee(s) give evidence of compliance or the Union notifies the Employer of such compliance. Failure to comply within seven (7) days after removal from the schedule said employee(s) shall be terminated, if such termination is not in violation of existing law.

The Union shall indemnify and hold harmless the Employer against any and all claims, damages or suits or other forms of liability or expenses which may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.

B. **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, the name of such employee, mailing address, store number, social security number, position for which employed, date of first employment and the rate of pay at which the person is employed. The Employer shall also provide the Union with notice of terminations within 14 days.

C. **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.

D. **Hiring New Employees:** When new or additional employees are needed, exclusive of Clerk’s Helpers, the Employer shall notify the Union of said need. The Employer reserves the right to select the particular applicant to be hired, but there shall be no discrimination against any applicant by reason of membership or non-membership in the Union.

E. **Nondiscrimination:** To the extent required by Federal or State laws, the Union and the Employer agree not to discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, handicap, age or sex.

F. **Gender Reference:** All references in the 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.
CHECK-OFF

A. **Dues** - The Employer agrees to deduct Union dues, the initiation fee and authorized assessments from the weekly wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Such deductions shall be made by the Employer each payroll period, from the wages of employees and such deductions shall be forwarded to the Union, within ten (10) days following the last payroll period of the month. In the event no wages are due an employee or the wages of an employee are insufficient to cover the required deductions, the deductions for such week shall never be less than the wages of an adequate amount next due the employee and thereupon transmitted to the Union.

B. **Active Ballot Club Deductions** - The Employer hereby agrees to make payroll deductions for those employees, who so authorize in writing, for the United Food & Commercial Workers International Union Active Ballot Club. The Employer shall forward such payroll deductions to the Union within ten (10) days following the last payroll period of the month, indicating the employee's name and the amount deducted for each employee.

C. **Credit Union** - The Employer agrees to deduct from an employee's earnings each payroll period, including vacation pay, the amount specified by an employee on the Rancho Federal Credit Union written authorization for payroll deduction form. Payroll deductions will commence with the payroll period following receipt of an employee's written authorization for Rancho Federal Credit Union payroll deductions. The Employer shall forward such payroll deductions to the Rancho Federal Credit Union on a weekly basis, indicating the employee's name and the amount deducted for each employee.

D. The Employer agrees to deduct and transmit initiation fees, dues, Active Ballot Club, and Credit Union deductions from its Employees, pursuant to this Article, to the Union on a monthly basis. The employer will include the employee's name, social security number, and amount deducted in an EDP readable format. The Union's receipt therefore shall constitute a full and complete discharge of the Company's obligations.

ARTICLE 3
PROBATION PERIOD

A. Each new or rehired employee shall be on probation for the first ninety (90) calendar days of employment or reemployment in the bargaining unit. Upon satisfactory completion of said probationary period, seniority will be computed from the date of hire, or most recent date of rehire, with the Employer.

At any time during the probationary period, an employee may be discharged for any reason and shall not have recourse to the grievance procedure.
ARTICLE 4
SENIORITY

A. Seniority for the purpose of this Agreement is defined as the length of continuous service with the Employer starting from date of hire.

Seniority shall be recognized on an Employer wide basis within the jurisdiction area of the Union covering all employees from the date of employment and shall prevail in layoffs and rehirings.

DISCIPLINE

B. Employees may only be disciplined or discharged for good cause.

C. Employees discharged for good cause, except theft, gross insubordination, falsification of Employer records and the flagrant violation of posted Employer rules, shall first have been progressively disciplined.

LAYOFFS & RECALL

D. In cases of layoffs, the principle of seniority by classification shall apply, providing qualifications are relatively equal. When assigning employees to higher paying jobs, the Employer shall select those employees who are best qualified to be promoted with consideration being given to such factor as ability, attendance and the principle of seniority. Layoffs will be administered on a Union jurisdictional basis within each major job classification.

E. Notwithstanding anything in this Agreement to the contrary, it is recognized that business conditions may require reduction of hours and/or layoffs of employees. In such an event, the following shall apply to employees.

1. In laying off an employee, other than during the probationary period, the Employer agrees to abide by the seniority rule as defined above in the following precedence: Seniority in the store, seniority in the Employer within Union jurisdiction, seniority in the Employer.

The Employer will give the Union advance notice of a permanent store closing.

2. The least senior full time employee(s) being reduced in hours in the store may bump the least senior full time employee within twenty-five (25) miles of his place of residence within the Employer. If such employee does not have sufficient seniority to displace the least senior full time employee within the twenty-five (25) miles, he may bump the least senior full time employee within the Employer.
3. The affected full time employee may elect not to bump the least senior full time employee in his classification in the Employer and may take a reduction to part time within his own store based on seniority and the hours available for which he is qualified and available to work.

4. The least senior full time employee who is being displaced by the procedure in Paragraph 2 above, may bump the least senior full time employee within the Employer. If the affected full time employee is the least senior within the Employer he shall be reduced to part time within his own store or laid off based on seniority and qualifications.

5. The least senior part time employee who is being laid off from work in his store, may displace the least senior part time employee within the Employer in the same manner set forth in Paragraph 2 and 4 above. If the affected part time employee is the least senior within the Employer, he shall be laid off and shall have no bumping rights.

F. An employee will obtain layoff/recall rights as set forth herein upon completion of his probationary period. Before hiring any new employee or promoting an employee, the Employer will first offer recall rights to employees on the layoff list in accordance with seniority. Employees not accepting recall will forfeit their recall rights. Non probationary employees will have recall rights for a period of time equivalent to their seniority but in no event to exceed twelve (12) months from layoff.

The last employee(s) laid off, by reason of slackening of business, shall be given the first opportunity to reinstatement in the former position, if said employee presents himself for work within ninety-six (96) hours, excluding Saturday or Sunday, from the postmarked date of a certified or registered letter to the employee's last known address, and such letter shall state that failure of such employee to represent himself within the ninety-six (96) hours shall cancel his seniority.

An employee who has been reduced to part time employment because of slackening of business or for medical reasons, must be offered the first full time job that opens in the store in which he is employed, provided that his ability and skill equip him to fill that job.

G. Employees shall lose all seniority rights and their employment shall cease for any of the following reasons:

1.) Resignation.

2.) Discharge for cause.

3.) Failure to report for work within three (3) days after recall from layoff.

4.) Absence due to layoff for a period equivalent to the employee's seniority but in no event to exceed twelve (12) months.
5.) If the employee overstays a leave of absence.

6.) If the employee gives a false reason for a leave of absence, or engages in other employment during such leave, except where specifically authorized.

7.) If the employee is absent from work for any reason, including non-work related illness or injury in excess of six (6) calendar months or in the case of an on-the-job injury in excess of twelve (12) calendar months.

H. The Employer shall have the right to operationally transfer employees for legitimate business purposes. Said transfers shall not be discriminatorily applied and shall not be used for disciplinary purposes. In implementing said transfers, the Employer shall not require employees to travel excessive distances from their place of residence.

I. When the Employer finds it necessary to make operational transfers, the employees will not be required to travel more than twenty (20) miles one way from their current store. The only exception shall be promotions and/or a situation where in a personality clash has developed between the employees and management in the current store.

ARTICLE 5
HOURS OF WORK

A. A full time employee is defined as one who is routinely scheduled to work at least forty (40) straight time hours per week [five (5) - eight (8) hour days]. A part time employee is defined as one who is routinely scheduled to work less than forty (40) hours per week.

1. Each part time employee shall be scheduled for at least twenty (20) hours work in each week.

2. The aforementioned weekly guarantees shall not apply if one or more of the following type of conditions exists:
   a. The store is normally open for business six (6) days or less in the workweek.
   b. A week in which one of the holidays named in this Agreement falls.
   c. Employees scheduled to work are absent.
   d. Work is not available due to Acts of God.
e. The part time employee requests and the Employer agrees that the employee may work less than the guaranteed number of hours per week.

f. An unanticipated, significant business fluctuation.

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

3. Part time employees who work a minimum of forty (40) hours [five (5) - eight (8) hours] a week for a twelve (12) consecutive week period will be redesignated as full time. Employees scheduled to work forty (40) hours in more than one (1) store, the above shall also apply.

Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for all hours worked in excess of forty (40) hours in a week or eight (8) hours in a day.

Nothing herein shall be construed as a limitation on the Employer’s rights to require overtime work. If required to work overtime, the employee will be expected to do so.

BREAKS AND MEAL PERIODS:

B. Employees will be given breaks as follows: one (1) ten (10) minute break for a four (4) hour shift and a second ten (10) minute break between the fifth and eighth hour.

C. Employees who are scheduled to work more than six (6) hours shall receive a thirty (30) minute unpaid meal period between the third and fifth hours, except that by mutual agreement between the manager and the employee a longer meal period may be granted.

REPORT IN PAY:

D. Any employee who reports to work as scheduled shall receive a minimum of four (4) hours work at his regular rate of pay, provided he is available for said hours and performs whatever work is assigned to him. The provision of this Section shall be inapplicable in the event of Acts of God and other circumstances not within the control of the Employer.

SCHEDULING:

E. 1. The parties recognize that the successful operation of a store requires a mix of full time and part time employees and flexibility in scheduling hours. The Employer, consistent with legitimate business principles, will endeavor to maximize the opportunity for full time employment. In this regard, employees will be permitted within their own store, on a seniority basis, to claim the schedule of less senior employees working in their same classification.
2. There shall be no pyramiding of premium pay.

F. Work schedules shall be posted no later than noon on the Monday preceding the start of the workweek. Once the schedule is posted it shall not be changed except in the event of an Act of God or other circumstances not within the control of the Employer. Employees requesting a given workday off for personal reasons must do so in writing to the Store Manager by noon on the Wednesday preceding the workweek. To the extent possible, these employee requests shall be accommodated.

ARTICLE 6
HOLIDAYS

A. After an employee has worked six (6) months under the terms and conditions of this contract, he will be entitled to two (2) holidays: Thanksgiving and Christmas. After completing one (1) year of employment under this contract, the employee shall be entitled to one (1) more holiday, 4th of July. After completing eighteen (18) months of employment under this contract, the employee shall be entitled to an additional holiday, Labor Day. After an employee has completed a second year of employment under this contract, the employee shall be entitled to New Year's Day. After the employee has completed three and one-half (3-1/2) years of employment under this agreement, the employee shall be entitled to Memorial Day.

B. In order for an employee to be paid for a holiday not worked, he must have completed his probationary period, have worked the scheduled workday immediately before, and the scheduled workday immediately following the holiday (unless his absence was expressly permitted by the Employer), and must have worked during the payroll period which the holiday occurred.

C. All hours worked on a listed holiday shall be payable at the rate of double time the employee's regular straight time hourly rate of pay (includes holiday pay).

D. For holidays not worked, full time employees shall receive eight (8) hours of pay at the straight time hourly rate. Part time employees shall receive holiday pay up to eight (8) hours prorated to the number of hours worked in the holiday week to forty (40) hours.

E. All holidays shall be observed on the actual holiday.

F. If a sufficient number of employees volunteer, then no employee shall be required to work on Thanksgiving or Christmas days. If an insufficient number volunteer, then employees will be scheduled to work by inverse seniority.
ARTICLE 7
VACATIONS

A. All employees shall receive a paid vacation in accordance with the following schedule:

1. One (1) week of vacation after completing one (1) year of service.
2. Two (2) weeks of vacation after completing three (3) years of service.
3. Three (3) weeks of vacation after completing seven (7) years of service.
4. Four (4) weeks of vacation after completing twelve (12) years of service.

B. Employees with more than one (1) year’s service who are terminated for reasons other than dishonesty or insubordination to a supervisor shall receive prorated vacation pay. Employees working less than one (1) year who resign or are terminated for any reasons, forfeit any vacation entitlement.

C. Part time employees shall be entitled to vacation pay prorated on the basis of the average weekly straight time hours worked during the proceeding year to up 1,940 hours.

D. The Employer agrees to post a vacation schedule for the year during the first week of January. Employees shall indicate their vacation choice for the year by March 1. Seniority shall prevail where multiple employees in any department request the same weeks, taken into consideration the needs of the business. Vacation shall be scheduled by individual stores.

ARTICLE 8
LEAVES OF ABSENCE

A. Upon written application from an employee, the Employer may grant a written leave of absence without pay where good cause is shown for a period not to exceed thirty (30) calendar days. Where the same good cause exists an illness/injury leave or Union certified leave may be extended or renewed for additional periods of thirty (30) calendar days not to exceed six (6) calendar months in total and request for such leaves will not be denied where proper certification for the leave is provided. The Employer will exercise its discretion reasonably and fairly.

FUNERAL LEAVE:

B. In the event of a death in the immediate family, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the
funeral and attend same, not to exceed three (3) consecutively scheduled working days of
which one must be the day of the funeral.

C. The immediate family of an employee is defined as: spouse, mother, father,
grandmother, grandfather, grandchild, mother and father of current spouse, sister, brother,
registered domestic partner and all children.

D. The employee shall furnish proof of eligibility for this benefit.

ARTICLE 9
SICK LEAVE

A. All employees who have been continuously employed by the Employer for a
period of at least one (1) year shall be entitled to two (2) days of sick leave with pay, for the
subsequent twelve (12) month period. On each anniversary date of employment
thereafter, the employee shall be reimbursed for the excess earned over two (2) days with
pay. The two (2) days shall be increased to three (3) days on the employee’s third
anniversary date. With the exceptions of employees who voluntarily terminate or are
terminated for dishonesty, employees who terminate prior to their anniversary date will
receive a prorated sick leave payment.

Sick leave to begin on the second day of illness or injury unless the employee
is hospitalized, when sick leave shall begin on the first day.

B. A doctor’s certificate of illness may be required by the Employer as a
condition of sick leave payment.

C. Sick leave shall be paid to all full time and part time employees. The total
number of hours of accrued sick leave benefits shall be calculated on the ratio of total
hours worked during the year preceding the employee’s anniversary date of employment to
2,080 hours.

ARTICLE 10
ADJUSTMENT AND ARBITRATION

A. CONTROVERSY, DISPUTE OR DISAGREEMENT:

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, except as may be otherwise
provided in Section D of this Article, shall be settled and resolved by the procedures and in
the manner hereinafter set forth.

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B. ADJUSTMENT PROCEDURE:

1. **Store Level:** The Union through its representatives shall attempt to settle or resolve any such matter with the appropriate store supervisor or person designated by the Employer in the manner indicated in Article 13 of this Agreement.

2. **Meeting of Representatives:** Upon receipt of a written notice setting forth the exact nature of the grievance from either party, the representative of the Employer and the representative of the Union may meet within a calendar week and attempt to settle or resolve the matter. Such meeting may be accomplished by telephone at the option of either party.

3. After a grievance is settled with the Union under Paragraph 2 above involving adjustment in compensation, the Union shall be notified in writing of the settlement, including the amount thereof.

C. ARBITRATION:

1. (a) Any matter not satisfactorily settled or resolved in Section B herein above shall be submitted to arbitration for final determination upon written demand of either party. The written demand for arbitration may be made at any time after the expiration of fifteen (15) days but not later than sixty (60) days from the date of the notice, submitting the matter under Section B-2, herein above, to the meeting of representatives. Failure to comply with the time limits set forth in this Section and in Section B-2 above, shall render such grievance null and void.

   Nothing contained herein shall prevent an individual Employer and an individual Local Union from mutually agreeing to submit timely grievances to a mutually agreed upon mediation procedure prior to submitting the dispute to arbitration. In the event a mediation procedure is utilized it will be conducted under the auspices and rules and procedures of the Mediation Research and Education Project, Inc.

   (b) Notwithstanding anything else contained in this Agreement to the contrary, by mutual agreement between the Employer and the Union, any timely grievances involving discharges or suspensions only, may be submitted to an expedited arbitration process before one (1) of the fifteen (15) permanently agreed upon neutral arbitrators if any dispute involving a discharge or suspension is not resolved under Section B of this Article.

   The parties may submit the issue to expedited arbitration within fourteen (14) calendar days. Except as set forth below, the arbitrator shall render his decision in writing to the parties within seven (7) days following the close of the hearing. However, either party may require a transcript of the proceedings and may require written briefs within a thirty (30) day period following the close of arbitration hearing. In the event that a transcript and/or briefs are required by either party, the arbitrator's decision shall be rendered in writing to the parties no later than fifteen (15) days following receipt by the arbitrator of both documents.
Notwithstanding the fifteen (15) permanent arbitrators as called for in this Agreement, nothing shall prevent any individual Employer and any individual Local Union party to any given dispute from mutually agreeing to select some other neutral arbitrator to hear any individual dispute in lieu of one (1) of the fifteen (15) permanent arbitrators.

The panel of fifteen (15) permanent neutral arbitrators for the term of this Agreement shall be designated by the parties.

(c) Any of the time limits set forth in this Article 12 may be extended by mutual agreement.

2. The representatives of the Union and the representatives of the Employer shall meet for the purpose of selecting an impartial arbitrator within the ten (10) day period following the demand for arbitration. If no agreement upon an arbitrator is reached during this period, either party may then request a list of fifteen (15) persons qualified to act as arbitrators under this Agreement, from the Federal Mediation and Conciliation Service and upon receipt of this list the parties shall immediately thereafter select the arbitrator by alternately striking names from the list until the last name remains. The parties shall draw lots to determine who shall make the first deletion from the list.

3. Should either party desire, a board of arbitration shall be convened in lieu of a single arbitrator, consisting of an equal number of arbitrators appointed by each party (not to exceed two (2) appointed by each) and the impartial arbitrator who shall be chairman. The board shall hear and determine the matter by majority vote of the members of the board.

4. The arbitrator or board of arbitration shall be empowered to hear and determine the matter in question and the determination shall be final and binding upon the parties, subject only to their rights under law. The hearings shall be held within thirty (30) days after the selection of the arbitrator, or board, which shall have the power to decide the date or dates upon which the arbitration is to be held if agreement cannot be reached by the parties.

D. **POWERS, LIMITATIONS AND RESERVATIONS:**

1. **Arbitrator** The arbitrator or board of arbitration shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way affect or change the Union Security clause; nor shall the arbitrator or board of arbitration have the authority to effect a change in, modify, or amend any of the provisions of this Agreement, or to make decisions on provisions covering wages or working conditions to be incorporated either in a new agreement or any subsequent annual agreement. If a question of the arbitrability of an issue is raised by either party, such question shall be determined in the first instance by the arbitrator or board. Neither party to this Agreement shall refuse to proceed to arbitration upon the grounds that the matter in question is not arbitrable.
2. **Work Stoppages** Matters subject to the procedures of this Article shall be settled and resolved in the manner provided herein. During the term of this Agreement, there shall be no cessation or stoppage of work, lockout, picketing or boycotts, except that this limitation 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 decision or award of an arbitrator or board.

3. **Wage Claims** In the case of direct wage claim or a claim for contributions to employee benefit plans which does not involve an interpretation of any of the provisions of this Agreement, either party may submit such claim for settlement to either the grievance procedure provided for herein or to any other tribunal or agency which is authorized and empowered to effect such a settlement. Except as may be provided otherwise in this Agreement, wage claims shall be limited to a maximum of a six-month period.

E. **STATUS QUO:** During the period of adjustment or arbitration as provided in this Article, the conditions in effect at the time of receipt of written notice specified in Section C above, shall continue in effect pending final decision. This Section shall have no application to, and shall not be invoked, in connection with any store closing, store sale or transfer of a store.

F. **EXPENSES:** With the exception of arbitrations involving suspension and/or discharge, the expenses of the arbitrator shall be borne equally by both the Employer and the Union. All jointly incurred expenses (i.e., transcripts, reporters' costs, arbitrator's fees, room rental) of arbitrations involving suspension and/or discharge shall be borne by the loser. Unless the grievance which has been submitted to the arbitrator is totally sustained or denied, it shall be deemed split and jointly incurred expenses shall be borne equally between the Employer and the Union.

G. **TIME LIMITS:** The time limits set forth above may be extended by mutual agreement between the parties.

H. **REPORTING DISCREPANCIES:** It shall be the responsibility of the employee to report any claimed discrepancy to the Union promptly upon discovery and it shall then become the responsibility of the Union to notify the Employer promptly of such claimed discrepancy. In any event, so long as this does not conflict with any other Article in this Agreement, all complaints must be filed in writing within thirty (30) days after the matter in dispute or disagreement is first reported to the Union. Complaints not filed within the limits herein specified shall be deemed null and void.

**ARTICLE 11**

**MANAGEMENT RIGHTS**

A. The management of the business, including the right to determine store operations and hours, and the right to schedule and direct the work force, are reserved to management, where not in conflict with this Agreement.
B. The Employer has the right to establish reasonable working rules as it may deem necessary, provided that such rules are not in direct conflict with the terms and conditions of this Agreement. Such rules shall be in writing and posted, with a copy sent to the Union.

C. The Employer will maintain its current policy with regard to employees’ uniforms. Any change of this policy must be done by mutual agreement.

ARTICLE 12
POLYGRAPHS

A. The Employer shall not 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.

ARTICLE 13
STEWARDS

B. The Union shall have the right to have a Steward in each of the Employer’s stores covered by this Agreement. In no instance shall the Stewards be discriminated against for lawfully discharging their duties.

The Employer recognizes that the Stewards will periodically require time off to attend such Union certified functions as Stewards training and agrees to make reasonable accommodations, however, their Store Managers must be notified at least two (2) weeks in advance so that appropriate scheduling arrangements can be made.

C. Each individual employee shall have the right to make his free choice to cross or not to cross any lawful primary picket line sanctioned by the Local Union. Said decision shall not constitute good cause for disciplinary action.

ARTICLE 14
HEALTH AND WELFARE AND PENSION BENEFITS

The Employer agrees to participate in Plan B of the Southern California Food Employers and United Food and Commercial Workers Unions’ Joint Benefit Fund for medical and pension benefits on the same basis as other Employer’s participate for the duration of this Agreement.

**Health and Welfare:** The Employer’s benefit contribution shall continue at $3.32 per hour.

The Employer agrees to pay any increases that may be agreed upon between Food 4 Less and the UFCW on or after June 2016.

**Pension:** The Employer agrees to contribute to the Southern California United Food
and Commercial Workers Unions and Food Employers Joint Pension Trust Fund the amounts listed below. Said contribution shall provide those pension benefits specified under the Alternate Program of Benefits established by the Trustees of the Pension Fund for said hourly contribution pursuant to that certain Resolution Regarding Establishment of Alternate Benefit Programs. The Employer and the Union agree to be bound by the terms and conditions of said Resolution.

The Employer agrees to contribute to the Pension Fund an amount equal to 37.5 % of the combined contribution rate (including base contribution and supplemental contributions) set forth in the current master industry agreement or as subsequently modified in a successor master industry agreement.

ARTICLE 15
SUCCESSIONSHIP

In the event of a bona fide sale or transfer of any store covered by this Agreement during the period hereof, the new owner of such transferee shall be notified of the existence of this Agreement. The former owner shall be required to meet any and all monetary benefits that employees have accumulated under this Agreement, but, except as provided in this Article, shall have no further or other obligations whatsoever, notwithstanding any other provision to the contrary in the Agreement.

ARTICLE 16
SEPARATION & LEGISLATION

In the event the State, Federal or any municipal minimum wage increases during the term of this Agreement (2017-2020), each rate will be at least twenty cents ($0.20) above the minimum wage. Further, each rate will be at least fifteen cents ($0.15) higher than the previous rate in the progression schedule. Moreover, if an employee working in a municipality with a higher minimum wage is involuntarily transferred to a store in another municipality, he or she will not be reduced in wage, nor would it be reduced if an employee is assigned to work between multiple stores. The parties agree to new progression scales on the attached.

ARTICLE 17
WAGES

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(All references to hours are straight-time hours.)

No employee shall be reduced in wages as a result of the signing of this Agreement.

ARTICLE 18
DURATION
6. **ARTICLE 18—DURATION**

This Agreement shall continue in effect from October 27, 2017 through October 26, 2020, and shall continue in effect from year to year thereafter, unless either party serves notice in writing 60 days prior to the expiration of this Agreement, or 90 days prior to expiration of any year thereafter of a desire for termination or for changes in this Agreement. In the event either party serves such notice in respect to changes in the Agreement, the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the termination of negotiations neither party shall change conditions existing under the Agreement, it being understood and agreed that either party may in its own discretion, by written notice, unilaterally terminate such negotiations whenever it so desires.

AGREED TO THIS DAY OF , 2017

FOR THE COMPANY:  
Gary Chin, Owner

FOR THE UNION:  
UFOW Union Local 136,  
Mickey Kasparian, President

UFOW Union Local 224,  
Greg M. Coner, President

UFOW Union Local 770,  
John M. Grant, President

UFOW Union Local 1167,  
Rick Buer, President

UFOW Union Local 1428,  
Mark Ramos, President

Michael A. Srouster  
UFOW Union Local 1442,  
Michael A. Srouster, President