

**LETTER OF UNDERSTANDING
BETWEEN UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL #7 AND SAFEWAY / ALBERTSONS STORES
DENVER DIVISION
COVID-19**

The parties to this agreement recognize that certain exigent circumstances have arisen as a result of the current coronavirus pandemic and are working collaboratively to ensure the safety of workers while ensuring the flow of critical food supplies and critical goods to the public. Specifically, the parties recognize that the employer party to this agreement has experienced unforeseeable staffing exigencies that make full compliance with the work jurisdiction provisions in the parties' labor agreement impracticable. Therefore, to avoid potential disputes under the labor agreement, and to provide fair conditions for employees required to work additional hours due to the pandemic, the parties agree to the following terms on a temporary basis. This agreement shall apply to all Collective Bargaining Agreements between Safeway/Albertsons and UFCW Local 7.

1. Provided Safeway/Albertsons first makes a good faith effort to maximize the available hours of work offered to bargaining unit employees, including the Meat Warehouse Distribution Center in the applicable classifications including offering overtime hours to bargaining unit employees, Local 7R agrees Safeway's/Albertsons' use of non-bargaining unit employees to perform work in the store or Meat Warehouse as provided herein will not violate the labor agreements during the time this Letter of Understanding is in effect.
2. The parties agree to jointly work to establish a digital hiring hall to hire employees into the bargaining unit and to coordinate general hiring by working with other unions and industries which may have employees on reduced or no hours. New employees hired by the Company shall have the same priority for available hours as existing employees over the use of non-bargaining unit employees.
3. The parties will make a joint demand of the applicable state agencies or officials to provide funding for a Grocery Store Emergency Child Care Fund and to be classified as first responders for support services such as the community centers.
4. The Company will make all reasonable efforts to accommodate scheduling changes needed by employees with child care needs during school closures, including working different schedules or temporary transfers to stores closer to the employees' homes or child care facilities. As requested by the Union the Company agrees to meet to further discuss the child care issue in the event the efforts outlined above fail. This discussion will take place as soon as April 15th, however no later than April 30th, 2020.
5. Any work done in the meat cutter classification will only be performed by individuals qualified and licensed (where necessary) to perform such work.
6. Workers out on sick leave during this period will not suffer loss in seniority or vacation benefits under the Agreement. For any employees whose H&W coverage is not continued in place by other current provisions of the H&W plan, Safeway/Albertsons and the Union will work together on a case by case basis to find ways for employees who are out on sick leave during this period to maintain their healthcare coverage. If employees have children at home, but are not sick, employees will be allowed the use of paid leave during the period of this Agreement. The parties will jointly demand an extension of Unemployment Insurance to cover this situation.
7. Safeway/Albertsons will pay any employee diagnosed with COVID-19 up to two (2) weeks of replacement pay while they are unable to work. If the employee is unable to return to work after two (2) weeks, the employee will then be able to use any other sick leave, etc. pay to which they are normally entitled under the contract. The Company also agrees to pay the appropriate pension and health contributions on these hours.

8. In addition to the above, Safeway/Albertsons will also pay any employee who is required to self-quarantine up to two (2) weeks of replacement pay if they were guided to do so by their health care provider or if the company requested they do so based on current CDC risk assessment factors, while they are unable to work. The Company also agrees to pay the appropriate pension and health contributions on these hours.
9. Employees who choose to self-quarantine shall be allowed to use any of their available paid leave which includes personal holidays, vacation and sick pay.
10. In the event a worker's anniversary falls within this time period and the employee agrees to work through their scheduled vacation, the company agrees to pay the appropriate vacation pay and or agrees to roll the vacation over into the following year. In any event an employee shall not lose any accrued vacation pay.
11. Safeway /Albertsons agrees to allow employees to wear their own gloves if the employee requests to do so, as long as the gloves are sanitary and non-latex.
12. Provide adequate hand sanitizer and soap throughout the store, and sufficient time for workers to sanitize. In addition, the Company and employees will follow all CDC guidelines on best hygiene practices, including washing their hands often (at least once every hour) with soap and water for at least 20 seconds. The Company agrees to allow workers adequate time to wash their hands as frequently as necessary. The Company will also continue to provide increased cleaning and sanitizing frequency of all high contact areas throughout the Store.
13. Provide adequate security and work with local law enforcement at all grocery stores and food processing facilities.
14. Accommodate employees who fall within the higher-risk population, as defined by the most-recent CDC guidelines, by making a good faith effort to provide these employees with lower-exposure work assignments on a case-by-case basis.
15. The Company will work to provide customers and employees recommended social distancing throughout the Store. In addition, the Employer will continue their current plans to install plexiglass shields in all checkstands for the added protection of our customers and employees.
16. The parties agree to collaboratively recommend that Governor Polis and Governor Gordon take action on issues of mutual concern, including but not limited to, encouraging those officials to designate our employees as First Responders during this time.
17. As requested by the Union, the Company agrees to continue to discuss and meet on an ongoing basis to address hazard pay and additional Company provided PPE.
18. The parties recognize that there is an ongoing dispute regarding bargaining unit work, this agreement shall not be used in any arbitration or court proceeding. Each party retains all other presently existing legal positions and defenses.

This agreement shall be on a non-precedent setting basis and the term of this agreement shall be thru April 30, 2020. However, the parties will continue to meet every 30 days, or as necessary, to review and consider any modifications, including extending said agreement.

UFCW Local 7

SAFEWAY/ALBERTSON



Kim C. Cordova



Frank Jorgenson

Dated: 3/24/20

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