

**Memorandum of Agreement
Between
UFCW Local 7
And
Safeway/Albertsons**

**All Safeway and Albertsons Meat and Retail Bargaining Units in the State of Colorado and
Rock Springs, Wyoming, except for the Montrose Meat Bargaining Unit.**

UFCW Local 7 (the "Union") and Safeway/Albertsons (the "Employer") are parties to the above Collective Bargaining Agreements (the "CBAs"). The parties have met and reached tentative agreement for new CBAs. Such new CBAs shall contain the provisions of the current CBAs between the parties, except as modified in the attached documents entitled "Tentative Agreement(s)," as well as any and all documents attached to, or incorporated by reference into, said Tentative Agreement(s). The new CBAs shall have a term of January 13, 2019, through and including January 8, 2022 (with conforming dates for CBAs with current expiration dates other than January 12, 2019).

The attached Tentative Agreements and the current CBAs, as modified herein, represent the entire Agreement between the parties. Any Union proposal not identified or addressed herein shall be deemed withdrawn. Any proposal of the Employer not identified or addressed herein shall be deemed withdrawn. The modification or withdrawal of any proposal in these negotiations shall not be used as evidence in any arbitration or other proceeding.

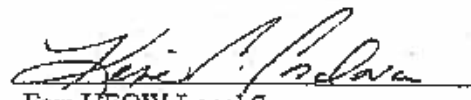
The parties reserve the right to correct any drafting errors or omissions in this Agreement.

The Union, its officers, and bargaining committee agree to recommend and support the ratification of this Agreement.

This Agreement is conditioned on a peaceful settlement and is only effective upon ratification by the Union of this Agreement.


For: Safeway/Albertsons

4/7/19
Date


For: UFCW Local 7

April 7, 2019
Date

**Tentative Agreements Between
UFCW Local 7
And
Safeway/Albertsons**

The revisions proposed herein shall also apply to the relevant sections of the Retail and Meat agreements for all bargaining units in Colorado and Rock Springs, Wyoming.

All proposals not addressed herein remain open.

**ARTICLE 5
NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR
DEMOTED**

Section 11. Completion of Forms For Benefit Programs. At the time of hiring, or otherwise joining the bargaining unit, the Employer will advise each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. Completion of any necessary applications, forms and papers for qualification under the Health and Welfare Article or any other benefit programs provided by this Agreement, shall be completed on the first (1st) day of employment, but not later than the eligibility date of participation in the various plans.

**ARTICLE 27
SENIORITY**

Section 68...

Employees with ~~three (3) or more years of service~~ may sign the full-time request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for advancement to full-time effective with the first workweek in February and August respectively. Such request shall state the quadrant(s) the employee desires assignment to. The Employer will send the Union a copy of the new full-time request list.

**ARTICLE 45
DISPUTE PROCEDURE**

Section 115. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

**Tentative Agreements Between
UFCW Local 7
And
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Section 116. Step 1 By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the Manager of the store.

If the issuance of a verbal or written warning is grieved, the Union will notify the Employer of the same. If the grievant is disciplined further, or otherwise adversely affected, and the verbal or written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated.

- ~~(a) If the issuance of a verbal/written warning is grieved, the Union will notify the Employer of the same.~~
- ~~(b) If the grievant is disciplined further, or otherwise adversely affected, and the verbal/written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated.~~

Appendix "A"

The minimum hourly rates of pay for the indicated classifications shall be as set forth below on the dates indicated. The Employer may hire any employee at any rate in the progression schedule at its sole discretion.

Rate Determination

~~Effective upon the 2015 ratification, current employees will enter the newly revised wage scales in the following manner:~~

- ~~1. Employees making less than the new entry rate per hour will immediately upon ratification receive the new entry rate per hour.~~
- ~~2. Employees whose current wage is not found on the newly negotiated wage scale and between the new entry rate and the new top rate will be moved to the next higher wage rate from their current pay rate, and they will be required to work in that step for the designated period of time.~~
- ~~3. Employees whose wage is found in the newly agreed wage scale will move to the same rate in the newly negotiated wage scale and shall receive credit for the hours worked and will progress to the next wage step after finishing the balance of hours.~~

**Tentative Agreements Between
UFCW Local 7
And
Safeway/Albertsons**

* * *

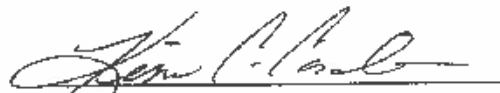
Lump Sum Bonus

~~Effective September 11, 2016, a one time thirty cents (\$0.30) per hour bonus shall be paid to all active employees (excluding Courtesy Clerks) working at the top (or "Thereafter") pay rate or above for their classification based on the straight time hours worked in the twelve (12) months preceding September 11, 2016 (or conforming dates for Agreements with a different anniversary date).~~

~~To be eligible to receive the lump sum payment, an employee must, at the time payment is to be disbursed: (1) be actively employed; and (2) be at the top rate of his or her classification. An employee on approved leave of absence or layoff shall receive his or her payment, if eligible, upon returning to work. The payment is not associated with any hours worked or paid (other than for the sole purpose of calculating the payment amount) and will not be included in any rate of pay or overtime calculation.~~


For: Safeway/Albertsons

1/4/19
Date


For: UFCW Local 7

1-4-19
Date

**Tentative Agreements Between
UFCW Local 7
And
Safeway/Albertsons**

Proposals specific to meat bargaining units.

All proposals not addressed herein remain open.

ARTICLE 2

SERVICE IN MEAT-DELICATESSEN DEPARTMENTS, PLANTS

Section 2A. Bargaining unit employees shall perform the work of cutting or preparation of meats that are cut, processed or prepared on the Employer's premises for immediate human consumption.

All fresh, cured, smoked or frozen meat, refrigerated luncheon meats, fish, poultry and rabbits shall be handled by employees within the bargaining unit. Nothing in this Agreement shall be construed to prevent non-bargaining unit employees from selecting customer purchases from the sales floor throughout the entire store, including the storage and retrieval thereof.

No one other than employees covered by this Agreement shall be permitted to perform the cutting or preparation of meat in the meat departments, meat markets, seafood or delicatessen departments on the Employer's premises, except as set forth below:

- (1) This does not include the transaction of the checkstand.
- (2) No representative of management above the level of head meat cutter (~~except for owners, partners and/or officers of the Employer~~) shall perform the work customarily assigned to employees in the bargaining unit except: (a) when a bargaining unit employee who has been scheduled to work fails to report to work as scheduled; or (b) in connection with the instruction or training of an employee or employees; or (c) in connection with the first thirty days of the opening of a new or remodeled market; or (d) in connection with simple straightening of display cases; or (e) in connection with the removal of outdated, distressed or damaged merchandise from display cases; or (f) in connection with floor maintenance work performed by a member of the retail clerks bargaining unit in connection with work related to the meat, delicatessen and seafood departments; or (g) in response to a specific customer request.

* * *

Section 4. No retail-employee shall be required to maintain restrooms.

**Tentative Agreements Between
UFCW Local 7
And
Safeway/Albertsons**

**ARTICLE 49 (Meat Warehouse)
GRIEVANCES AND ARBITRATION**

Should any dispute or complaint arise over the interpretation or application of this Supplemental Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance:

Step 1 – By conference during working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employee and the designated Employer representative.

Step 2 – If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) calendar days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement (in the case of a discharge the time limits shall be ten (10) calendar days). The Employee designee and the Union Business Representative shall meet within fourteen (14) calendar days following receipt of the written grievance and attempt to resolve the grievance. In the event the Employer designee assigned to handle grievances does not have an office in the area where the grievance arises, this meeting may be discussed by phone; furthermore, the time limits on this meeting may be proposed by mutual agreement of the parties.

In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Warehouse Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis, but not beyond ninety (90) days prior to the date on which the grievance is presented in writing.

If the issuance of a verbal or written warning is grieved, the Union will notify the Employer of the same. If the grievant is disciplined further, or otherwise adversely affected, and the verbal or written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated.

**Tentative Agreements Between
UFCW Local 7
And
Safeway/Albertsons**

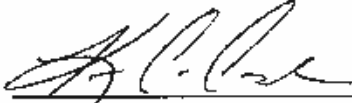
Step 3 – If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step 2 meeting, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.



For: Safeway/Albertsons

1/4/19

Date



For: UFCW Local 7

1-4-19

Date

**Extension Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

All of the Collective Bargaining Agreements (CBAs) between UFCW Local 7R and Safeway/Albertsons currently in effect shall remain in full force and effect upon expiration, until successor agreements are reached or either party cancels this Extension Agreement with a seventy-two (72) hour notice delivered by certified mail.

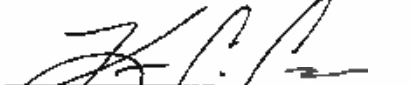
The parties further agree that if an Agreement is reached between the parties without a strike or boycott, and if such Agreement provides for any hourly pay raises and/or health and welfare and pension contributions to be effective from the first date of the new agreement, that such changes would be effective retroactive to the expiration date(s) of the CBAs currently in effect.



For: Safeway/Albertsons

1/7/19

Date



For: UFCW Local 7

1-7-19

Date

**Tentative Agreement Between
UFCW Local 7
And
Albertsons**

All proposals not addressed herein remain open.

Strike existing Sections 8.12 (Retail) and 6.11 (Service Deli) of the Albertsons Rock Springs, Wyoming Collective Bargaining Agreements, and replace with the following language from Article 27 of the Albertsons Denver Collective Bargaining Agreement:

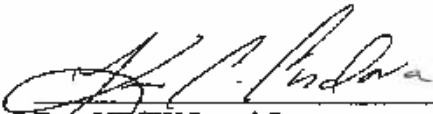
The Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, as near as practical to the middle of the four (4) hours. Notwithstanding the above, any employee whose work shift is seven (7) hours or more shall receive at least two (2) rest periods. When an employee is required to work ten (10) hours in a day, he shall be entitled to a third relief period.



For: Safeway/Albertsons

4/7/19

Date



For: UFCW Local 7

4-7-19

Date

**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

The revisions proposed herein shall also apply to the relevant sections of the Retail and Meat agreements for all bargaining units in Colorado and Rock Springs, Wyoming.

All proposals not addressed herein remain open.

**ARTICLE 33 (Denver Retail)
BEREAVEMENT LEAVE**

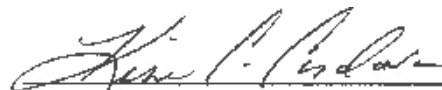
Section 88. Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days. The immediate family is defined as the employee's father, mother, step-parents, grandparents, grandchildren, spouse, common-law spouse, an individual in a civil union with that employee if recognized by State law, children, step-child, brother, sister; and father, mother, brother and sister of the then existing spouse. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

Additional time, without pay, shall be granted as is needed by the employee up to seven (7) days for the above defined immediate family as well as for aunts, uncles, nieces, nephews, step-brothers, step-sisters, co-parents, fiancés/fiancées, and grandparents of the then existing spouse.

Bargaining Note: For unique circumstances, the Company and the Union will meet to discuss any additional needs for leave under this section.



For: Safeway/Albertsons



For: UFCW Local 7

1/14/19

Date

Jan 14, 2019

Date

**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

The revisions proposed herein shall also apply to the relevant sections of the Retail and Meat agreements for all bargaining units in Colorado and Rock Springs, Wyoming.

All proposals not addressed herein remain open.

**ARTICLE 20 (Denver Retail)
TIME CARDS**

~~In stores where time cards are used, employees shall be required to punch their own time card~~ the time clock immediately before beginning work and immediately upon ending work. No employee shall have the right to punch for another employee's time card. Employees shall not be disciplined for any time entry errors caused by equipment or software malfunctions.

~~In stores without~~ When an employee fails to punch the time clocks or the time clock is unavailable, time cards exception forms shall be filled in daily and signed by each both the employee and the Manager. Any employee punching or filling another employee's time card shall be subject to immediate discipline.

~~Any employee scanning punching the time clock for another employee's time card or completing the time exception form for another employee shall be subject to immediate discipline up to and including termination.~~

The Employer shall zero out all missed clocking occurrences accrued by employees, as of the date of ratification of this agreement.

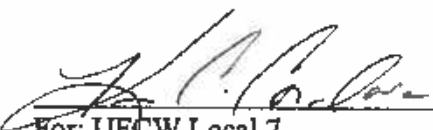
~~Time exception forms will be completed by a management person and signed by the employee involved for all time not recorded.~~



For: Safeway/Albertsons

1/14/19

Date



For: UFCW Local 7

Jan 14, 2019

Date

**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons
Meat Warehouse Bargaining Unit**

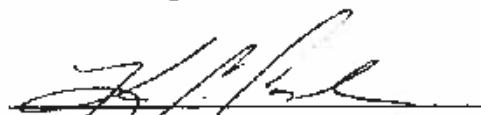
The Union agrees to withdraw its proposal to delete Article 57 of the Meat Warehouse collective bargaining agreement, and the Company agrees to withdraw its proposal to revise the timeframe set forth in Article 26. All other proposals not addressed herein remain open.



For: Safeway/Albertsons

2/4/19

Date



For: UFCW Local 7

2/4/19

Date


**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

The revisions proposed herein shall apply to the relevant sections of the Retail and Meat agreements for all Albertsons bargaining units in Colorado and Rock Springs, Wyoming.

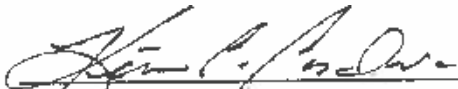
The Union and the Company withdraw their proposed revisions to Articles 42 (Denver Retail) and 46 (Denver Meat). All other proposals not addressed herein remain open.

The following paragraph shall be added to the Articles prohibiting Discrimination in every Collective Bargaining Agreement with Albertsons in Colorado and Rock Springs, Wyoming:

"No employee who, because of his or her religion, has conscientious objections to working on his or her day of Sabbath, will be required to work on his or her Sabbath as a condition of employment. If the rights of the employees under this paragraph operate in conflict with the seniority provisions contained elsewhere in this agreement, the right of seniority shall prevail."



For: Safeway/Albertsons



For: UFCW Local 7

2/4/19

Date

2-4-19

Date

**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

The revisions proposed herein shall also apply to the relevant sections of the Retail and Meat agreements for all bargaining units in Colorado and Rock Springs, Wyoming.

All proposals not addressed herein remain open.

**ARTICLE 32 (Denver Retail)
LEAVES OF ABSENCE**

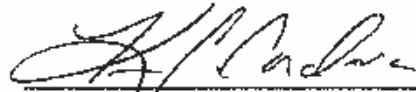
Section 82. Military Leave. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the National Guard Act of 1940 and the Selective Service Act of 1942 services in the Uniformed Services, as defined by USERRA or any applicable law, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency. Eligible employees will be entitled to seniority, and all rights and benefits based on seniority, as provided by law.



For: Safeway/Albertsons

2/14/19

Date



For: UFCW Local 7

2/14/19

Date

**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

The revisions proposed herein shall also apply to the relevant sections of the Retail and Meat agreements for all bargaining units in Colorado and Rock Springs, Wyoming.

All proposals not addressed herein remain open.

The Union agrees to withdraw its proposals concerning Article 1 of the collective bargaining agreement, and the Company agrees to withdraw its proposal to delete the following sentence in Article 1 of the collective bargaining agreement:


Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.



For: Safeway/Albertsons

2/14/19

Date



For: UFCW Local 7

2-14-19

Date

**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

The revisions proposed herein shall apply to the relevant sections of the Retail and Meat agreements for all Safeway/Albertsons bargaining units in Colorado and Rock Springs, Wyoming.

The Union withdraws its proposals for a \$500 holiday bonus in Article 16 (Denver Retail) and for penalties for failing to timely post the schedule in Article 18, Section 50 (Denver Meat). The Company withdraws its proposed revisions to Article 25, Section 60 (Denver Retail). As noted above, these withdrawals apply to all bargaining units. All other proposals not addressed herein remain open.

The existing Letter of Agreement between the parties concerning the gift card penalty for failure to timely post the schedule will be extended through the term of the new collective bargaining agreement.

The following Section shall be added to Article 35 (Denver Retail):

Section __. Safe Leave: The parties recognize that, in accordance with Colorado law, which the Company also agrees to follow in Rock Springs, Wyoming, employees may request and take up to three working days of leave from work in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault or the victim of any other crime. In accordance with law, the employee must give reasonable notice to his or her department manager, when possible.

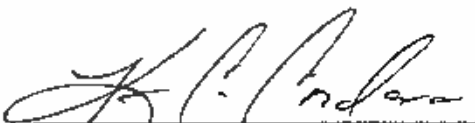
In addition to the requirements of the law, the Company agrees to allow employees, upon their request, to use any available sick time, vacation or personal holidays for work time missed during such leave.



For: Safeway/Albertsons

2/26/19

Date



For: UFCW Local 7

2-26-19

Date

**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

The revisions proposed herein shall apply to the relevant sections of the Retail and Meat agreements for all Safeway/Albertsons bargaining units in Colorado and Rock Springs, Wyoming.

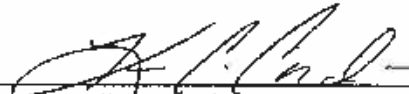
The Union withdraws its proposed revisions to Article 17, Section 49 (Denver Meat) and the Company withdraws its proposed revisions to Article 7, Section 15 (Denver Meat), and Article 7, Section 13 (Albertsons Meat). As noted above, these withdrawals apply to all bargaining units. All other proposals not addressed herein remain open.



For: Safeway/Albertsons

2/26/19

Date



For: UFCW Local 7

2-26-19

Date

**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

The revisions proposed herein shall apply to the relevant sections of the Retail and Meat agreements for all Safeway/Albertsons bargaining units in Colorado and Rock Springs, Wyoming.

The Union agrees to the Company's proposal on travel pay, as set forth below, and the Company agrees to withdraw its proposals concerning Article 10, Section 25 (pre-1996 forty hours), and Article 17, Section 51 (vacation pay on discharge). Article and Section numbering refers to the Denver Retail agreement.

**ARTICLE 14
TRAVEL PAY**

Section 33. When an employee is transferred from one store to another store during his workday, reasonable time spent in traveling between said stores shall be considered as time worked. All travel time must be preapproved by the Store Director or PIC. Assigned travel between stores in the employee's personal vehicle shall be reimbursed in the amount of the applicable IRS mileage reimbursement rate per mile or the rate paid to non-bargaining unit employees, whichever is greater, exclusive of travel to and from the employee's home. No employee will be required to use his personal vehicle, or another employee's personal vehicle, to conduct Company business. Before an employee is permitted to use his/her personal vehicle for company business, the Employer shall have the employee sign a statement acknowledging his/her risk and certification of a valid drivers license and insurance coverage.

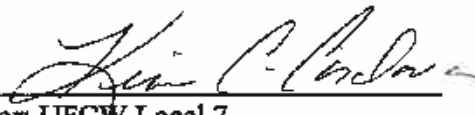
When an employee performs work outside of their bargaining unit, they shall be paid the applicable IRS mileage reimbursement rate or the rate paid to non-bargaining unit employees, whichever is greater, for miles commuted outside their regular daily commute.



For: Safeway/Albertsons

2/26/19

Date



For: UFCW Local 7

2-26-19

Date

LETTER OF UNDERSTANDING BETWEEN
UFCW LOCAL 7 and SAFEWAY/ALBERTSONS
RE: APPRENTICESHIP PROGRAMS
2/26/19

The agreement proposed herein shall apply to the Retail and Meat agreements for all Safeway/Albertsons bargaining units in Colorado and Rock Springs, Wyoming.

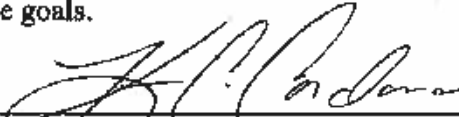
The parties agree to work together during the term of the new contract to establish appropriate Industry Apprenticeship programs, pursuant to applicable State and Federal training and apprentice guidelines. The Union and the Company agree to meet regularly, with a first meeting to be held not later than March 31, 2019, to accomplish these goals.



For: Safeway/Albertsons

2/26/19

Date



For: UFCW Local 7

2-26-19

Date

**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

The revisions proposed herein shall apply to the relevant sections of the Retail and Meat agreements for all Safeway/Albertsons bargaining units in Colorado and Rock Springs, Wyoming.

Article numbering represents Denver Safeway Retail unless otherwise set forth herein.

The Union withdraws its proposals to replace full-time positions with full-time positions (in Section 68) and its proposals to increase the minimum guaranteed hours (along with conforming changes) in Sections 21, 25, and 53. The Union also withdraws its proposal concerning the timeline for bargaining new classifications in Section 16. The Company withdraws all of its proposed revisions in Article 1 except as to language agreed to herein, all proposals concerning department managers in Article 2, and its proposal to eliminate the requirement to have a meat cutter on duty in Article 2, Section 2C (Meat Agreements only).

In the Rock Springs, Wyoming retail and meat bargaining units, the Company withdraws its proposals on Reporting Pay (6.02 Service Deli/8.02 Retail), Basic Holiday Workweek (6.04 Service Deli/8.04 Retail), and Vacation Pay (9.05 Service Deli and 11.03 and 11.06 Retail).

Except as noted above, these withdrawals apply to all bargaining units. All other proposals not addressed herein remain open.

The following language shall be modified in Article 1, Section 1:

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer within the metropolitan area of Denver, Colorado, but excluding all store managers, two assistant store managers per store, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards, professional employees and supervisors as defined in the National Labor Relations Act as amended.

The following language shall be modified in Article 5, Section 12:

At the time of hiring, the Employer will advise each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. The Union application forms, furnished by the Union to the Company, will be provided to the employee during the completion of the new hire paperwork. ~~Completion of necessary applications, forms and papers for qualification under the Health and Welfare Article or any other benefit programs~~

**Tentative Agreement Between
UFCW Local 7
And
Safeway/Albertsons**

~~provided by this Agreement, shall be completed on the first (1st) day of employment, but not later than the eligibility date of participation in the various plans.~~

The following language shall be added in Article 9, Section 20:

Section 20. In applying Section 19 of Article 8 of this Agreement to any newly hired employee, the Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly hired employee may have performed within the previous ten (10) years for any other employer in a similar retail grocery operation, or other food operation including the Safeway Cake Commissary. The aforementioned shall include: Independent Floral, Liquor Stores, Independent Bakery, Starbucks, Delicatessen Shops, Pharmacy and King Soopers Fuel Stations. Service in the United States military or National Guard shall be given credit for one thousand forty (1040) hours per year of service, capped at four thousand, one hundred and sixty (4160) hours. This section shall only apply to newly-hired employees upon ratification.

A new article shall be added as follows:

**NEW ARTICLE
SAFETY**

New Section. The Company and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program by working safely, being continually alert so they may prevent injury to themselves, fellow employees, and our customers. Employees are responsible for reporting any safety hazards immediately to store management so that they may be addressed in accord with the Company safety program.

New Section. The Company agrees that, when required by its safety program or applicable law, it is obligated to provide the following safety items:

- 1) Appropriate Personal Protective Equipment (PPE), as outlined in SDS sheets, including but not limited to, any cleaning of restrooms;
- 2) Floor mats, if needed, where they do not compromise safety and or the ability to clean and sanitize;
- 3) Fall protection equipment and other appropriate health and safety devices when required by OSHA rules.

New Section. The Company agrees that it shall provide safety training, as required by applicable law or by its safety program at the time of hire, when employees change positions (if required) and through its store Safety Champions monthly program. The Company further agrees to maintain records of all such training, for each employee, and

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such records shall be made available within a reasonable amount of time with written request by the Union.

- No employee shall operate, be permitted to operate, or directed to operate a Powered Industrial Truck (PIT) prior to completion of training in PIT operation. The Company shall be responsible to track the expiration date of their PIT training for re-certification. Without required PIT training, employees may only operate hand jacks.
- No employee shall operate, be permitted to operate, or directed to operate a cardboard baler prior to completion of training in baler operation.
- No employee shall operate, be permitted to operate, or be directed to operate a trash compactor prior to completion of training in compactor operation.
- Employees agree that they will not operate PIT if their training certification has expired.

Nothing in this section shall be construed to limit or replace any rights or remedies available to employees under Workers Compensation or other applicable law or regulation. Employees shall report all injuries immediately and complete the required reporting procedures paperwork required of them by store management.

New Section. The President of the Union, or a designee, shall have the right to visit any of the Company's covered places of business in order to ensure a safe work environment in accordance with Article 43 Section 110 of the retail labor agreement (Article 47 Section 131 of the meat agreement). The President of the Union, or a designee, shall follow all applicable health and safety regulations, including but not limited to hair restraints, attire, personal belongings and beverages/food throughout the store.

New Section. The Employer agrees that each store will have a Safety Committee that can be made up of managerial and non-managerial employees from the store. The Safety Committee will meet at least once a month. The Store Director may designate one employee per store to act as a Safety Champion. The Company will encourage the Safety Champion to attend the monthly safety meeting with all Safety Committee members.

New Section. Master Safety Committee. The Employer and the Union will jointly set up a Master Safety Committee, made up of two (2) members from the Union and two (2) members from the Company, to discuss and work toward resolving safety issues in the workplace.

The Master Safety Committee will meet periodically, and no less frequently than once per quarter, to review workplace safety matters. The parties will discuss and work toward resolving safety in the workplace.

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In addition, the Company and the Union agree that they will continue to discuss and jointly address safety related issues and/or questions about the Company's safety program in good faith.

In Section 8.01 of the Rock Springs, Wyoming Retail agreement (6.01 Service Deli), language shall be modified as follows:

On or before ~~9 a.m.~~ 12 noon on Friday, the Employer agrees to post the work schedule for the following calendar week for all employees...

In Section 12.03 of the Rock Springs, Wyoming Retail agreement (10.03 Service Deli), language shall be modified as follows:

12.03. The employee must be qualified to ~~resume perform~~ perform the essential functions of his ~~regular duties position~~ upon return to work from an approved leave of absence, with or without reasonable accommodations. A doctor's certificate verifying that the employee is able to resume his normal duties is cleared to return to work may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first (1st) weekly schedule provided the notice of intent to return to work and the required doctor's certificate is ~~is~~ received prior to 9:00 a.m. Wednesday of the week preceding the next available schedule.



For: Safeway/Albertsons

Date

3/8/19



For: UFCW Local 7

Date

3-8-19

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The revisions proposed herein shall apply to the relevant sections of the Retail and Meat agreements for all Safeway/Albertsons bargaining units in Colorado and Rock Springs, Wyoming.

Article numbering represents Denver Retail Clerks unless otherwise set forth herein.

All proposals of the Union and the Company except those concerning wages, term of agreement, letters of understanding, and the Union's proposal to expand Union health coverage to Rock Springs, Wyoming Clerks and Service Deli are deemed withdrawn.

The parties agree on the following:

1. The parties agree to establish a Joint-Labor Management Committee to consider the Union's proposal of Industry Credit.
2. The Union withdraws its Bucket Hours proposal. The following language shall be modified in Appendix A:

Promotions, new hires and new entrants into the bargaining unit:

Change last sentence to read: When such employee is paid less than the "thereafter" hourly rate, prior to receiving an increase in their hourly rate of pay, they must work 1040 hours at their current rate, *or the hours they had left in their step prior to promotion, whichever is less*, before promotion to the hourly rate in the new classification that would give them an increase in their hourly rate of pay.

Demotions, Step Downs and layoffs:

Add to the end of the current language: *"In the case of an employee who has been in their current position for 2 years or more and is allowed to step down, in no event will the reduction, if any, be more than three (3) progression steps. Employees above the "thereafter" rate shall be reduced, if applicable, from the "thereafter" rate.*

2. Within ninety (90) days of ratification, the Company will agree, on a one-time basis, and not subject to the grievance and arbitration procedure, to review by store, in the trailing 52 week period ending January 12, 2019, to identify (any part-time employee who during that period, worked, at straight-time plus vacation, a total of 2080 or more hours within the same classification and store) and post for seventy-two (72) hours the full-time opening(s) and to advance the most senior qualified employee who signs the posting to such position, or if no one signs the posting, to make the employee who worked the hours full-time. Notwithstanding the foregoing, the parties agree that not more than fifty (50) full-time openings shall be created pursuant to this provision. The Company shall determine which stores and departments shall receive the openings, except that half (1/2) shall be created in the Safeway and/or Albertsons

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Denver Clerks and Meat bargaining units, and half (1/2) shall be created in all other Safeway and/or Albertsons bargaining units in Colorado and Rock Springs, Wyoming.

3. The Union withdraws its proposal concerning Meat Warehouse Article 25 (breaks). The Company withdraws its proposals concerning Meat Warehouse Article 25 (breaks).
4. The Company withdraws its proposal concerning stocking of gum, candy, and baby food by GM department employees.
5. The Union withdraws its remaining proposals concerning Department Heads bonus and two-tier/premium pay improvements.
6. The existing language in Article 10, Section 23 shall be deleted and replaced by the following:

Management shall post a weekly additional hours request list for their store/department. Employees interested in working additional hours must sign and designate the days they are interested in working additional hours on such list by midnight of the Saturday prior to the start of the applicable workweek.

When additional hours become available, management shall contact, in seniority order, employees who have requested to work on the day/shift indicated on the request list and offer them the hours. If the hours cannot be assigned to the employees requesting them, management may fill the hours at its discretion, including assigning those hours to employees who work in different Local 7 bargaining units within the same banner.

Prior to assigning hours to employees from outside the bargaining unit, employees in the home department/bargaining unit shall have priority in shift selections, if qualified. In the event available hours are being filled from outside the bargaining unit, the Company shall honor reasonable requests for training from employees within the bargaining unit who wish to claim such hours.

Nothing in this section shall be construed to require management to assign hours at overtime or to employees who have not made a request to work additional hours.

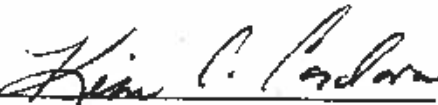
Bargaining Note: The intent of this provision is not to avoid assigning available hours to current department or bargaining unit employees or to avoid hiring for long term needs. Rather, the intent is to fill unexpected business needs.

The parties agree to meet at least every six (6) months to discuss issues which may arise from the implementation of this proposal.

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For: Safeway/Albertsons

4/2/19
Date


For: UFCW Local 7

4-2-19
Date

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The revisions proposed herein shall apply to the relevant sections of the Retail and Meat agreements for all Safeway/Albertsons bargaining units in Colorado and Rock Springs, Wyoming.

Article numbering represents Denver Retail Clerks unless otherwise set forth herein.

All proposals not specifically addressed herein remain open.

The parties agree on the following:

- 1) The Employer and the Union shall establish a Joint Labor-Management Committee to address, during the term of their CBAs commencing in 2019, the Union's proposal to revise Article 3 to provide for a mandatory union orientation, and a separate Committee concerning settlement of any pending grievances. The settlement Committee shall meet regarding all pending grievances for the Meat Warehouse within thirty (30) days of ratification of the Meat Warehouse CBA. Any unresolved issues relating to the Meat Warehouse grievances concerning the issues of attendance points/policy/related terminations and production standards shall be arbitrated no later than ninety (90) days following ratification if not resolved.
- 2) The existing language in the third paragraph of Article 27, Section 70 shall be deleted and replaced with the following:

For All Purpose Clerk (APC) positions, management shall fill the opening with the most senior qualified employee in the store who has previously signed the promotion request list as described below. An employee who is desirous of promotion to All Purpose Clerk (APC) may sign the promotion request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for promotion effective with the first workweek in February and August respectively. ~~Such request shall state the quadrant the employee is desirous of promotion to.~~ The Employer will send the Union a copy of the new promotion request list. If the list is exhausted ~~for a particular store or quadrant,~~ then management will post the opening within the store and allow employees of the store, regardless of their seniority date, to request promotion. The Company shall offer promotion to the senior qualified employee within the store prior to hiring off-the-street.

- 3) The Employer withdraws all proposals made to the Union to date, apart from the following items:
 - a. Wages;
 - b. Term of agreement;
 - c. Carrying forward Letters of Understanding;
 - d. Revisions to Meat Warehouse Article 25 (break periods);

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- e. Revisions to Letter of Understanding 27 (minimum wage);
 - f. Proposal concerning stocking of gum, candy, and baby food by GM department employees; and
 - g. Proposal to allow employees to work between bargaining units, including retail clerks working in the Deli or Starbucks departments and issues arising from single store units.
- 4) The Union agrees to withdraw all proposals made to the Company to date, apart from the following items:
- a. Wages;
 - b. Term of agreement;
 - c. Carrying forward Letters of Understanding;
 - d. Revisions to Meat Warehouse Article 25 (break periods);
 - e. Rock Springs, WY Retail Clerks and Service Deli Health Care
 - f. Department Head Bonuses
 - g. Two-tier/premium pay improvements (Holiday Pay, Evening & Night Premium, Weekend Premium)
 - h. Full-time look back
 - i. Bucket Hours/Industry Credit

- 5) The following language shall be modified in Article 17, Section 44:

All regular full-time employees, and all part-time employees, who were hired on or after March 27, 2005 and who have worked one thousand forty (1,040) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after three (3) years' service, three (3) weeks' paid vacation after eight (8) years' continuous service, and four (4) weeks' paid vacation after twelve (12) years' continuous service.

- 6) The following language shall be modified in Article 27, Section 68:

Employees with ~~three (3) or more years of service~~ may sign the full-time request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for advancement to full-time effective with the first workweek in February and August respectively. Such request shall state the quadrant(s) specific store(s) in the bargaining unit the employee desires assignment to. The Employer will send the Union a copy of the new full-time request list.

- 7) The following language shall be modified in Article 35:

Section 93. Fourth paragraph, change second sentence to read:

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Said sick leave is to commence on the second (2nd) full workday's absence for sickness or non-occupational injury, and on the first (1st) workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred ninety-two (192) hours ~~two hundred forty (240) hours~~.

Section 94. Employees hired on or after March 27, 2005. Employees hired on or after March 27, 2005 who have completed one (1) year of employment shall commence accumulating sick leave credit of up to two (2) hours for each month that such employee works at least ninety-six (96) hours in a four week month and one hundred twenty (120) hours in a five week month. Such credit shall be determined by dividing the actual hours worked for such month by one hundred sixty (160) hours (in a four week month) or two hundred (200) hours in a five week month times two (2). Unused sick leave shall not exceed a maximum accumulation of two hundred forty (240) hours. Said sick leave is to commence:

- on the third (3rd) full workday's absence for sickness or non-occupational injury;
- on the second (2nd) workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of ninety-six (96) hours but less than one hundred ninety-two hours, and;
- on the first (1st) workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred ninety-two (192) hours.

~~one hundred forty (140) hours. Sick leave shall be paid as provided in the preceding section, except sick leave shall not commence until the third (3rd) full workday's absence. There shall be no first (1st) or second (2nd) day sick leave for these employees unless the employee is hospitalized or absent due to outpatient surgery. There shall be no retroactive application of this provision.~~

New Section. For all employees, any employee ineligible for first or second day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation accrued pursuant to Section 45 or unused personal holidays as payment for such employee's first or second day sick time, at the employee's election. Notwithstanding other requirements to use personal holidays or unused and accrued vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.

- 8) The following language shall be modified in Article 39, Section 98:

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Employer Contributions and Benefit Levels. The Employer agrees to contribute the following amounts per month for each eligible employee.

(STRIKE ALL EXISTING LANGUAGE IN EMPLOYER CONTRIBUTION AND BENEFIT LEVELS SUBSECTION AND REPLACE WITH THE FOLLOWING)

"Up to" increase on January 1, 2021.

<u>Changes effective June 1</u>	<u>Current</u>	<u>2019 – Hours worked in first month following ratification</u>	<u>January hours payable in February 1/1/2020</u>	<u>January hours payable in February 1/1/2021</u>
<u>Plan A Hired Before 3/26/2005</u>	<u>\$ 807.14</u>	<u>\$ 863.64</u>	<u>\$ 924.09</u>	<u>\$988.78</u>
<u>Plan A Hired After 3/27/2005</u>	<u>\$ 694.33</u>	<u>\$ 742.93</u>	<u>\$ 794.94</u>	<u>\$850.59</u>
<u>Plan B Hired Before 3/26/2005</u>	<u>\$ 645.70</u>	<u>\$ 690.90</u>	<u>\$ 739.26</u>	<u>\$791.01</u>
<u>Plan B Hired After 3/27/2005</u>	<u>\$ 555.47</u>	<u>\$ 594.35</u>	<u>\$ 635.95</u>	<u>\$680.47</u>
<u>Plan C Hired After 3/27/2005</u>	<u>\$ 349.93</u>	<u>\$ 374.43</u>	<u>\$ 400.64</u>	<u>\$428.68</u>

The "up to" rates for 2021 will be determined as follows:

1. Using the latest financial data available as of September 1, 2020, co-consultants will develop a forecast through 12/31/2021.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31/2021 that is below the target reserve level (average of 1.4 months of expense for the 12 months ending 12/31/2021, plus IBNR at 12/31/2021), then the employer contributions will be increased effective January 2021 so that the ending reserve will be equal to the target reserve.
4. In no event will the increase in the employer contributions rate exceed 7.0%. In no event will the 2021 employer contribution rate be less than the 2020 employer contribution rate.
5. Co-consultants will work together to develop increases that are as close as possible. In the event co-consultants develop materially different estimates, the lowest increase will be implemented while Trustees resolve the differences between the two estimates of the co-consultants. Any arbitration concerning the differences between the two estimates shall be held not more than sixty (60) days following deadlock.

Agreed upon trend:

<u>Year</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
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<u>PPO Medical</u>	6.5%	6.5%	6.5%	6.5%
<u>Prescription Drug</u>	8.0%	8.0%	8.0%	8.0%
<u>Dental</u>	4.0%	4.0%	4.0%	4.0%
<u>Vision</u>	3.0%	3.0%	3.0%	3.0%
<u>Time Loss</u>	0.0%	0.0%	0.0%	0.0%
<u>Kaiser Premium</u>	6.5%	6.5%	6.5%	6.5%
<u>Medicare Advantage</u>	5.0%	5.0%	5.0%	5.0%
<u>Life Premium</u>	0.0%	0.0%	0.0%	0.0%
<u>Provider Access Fees</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	3.0%
<u>Stop Loss Premiums</u>	<u>Actual</u>	3.0%	3.0%	3.0%
<u>Administration</u>	<u>Actual</u>	3.0%	3.0%	3.0%
<u>Investment Income</u>	2.0%	2.0%	2.0%	2.0%

Trust Plan Changes. The Trustees at the earliest possible date but not later than June 1, 2005 shall revise the plan of benefits to include:

- The Plan's current coordination of benefits provision and credit balance system shall be replaced with a coordination of benefit provision that limits payment to the maximum payable under the Plan.
- The Plan shall adopt a fee of one hundred dollars (\$100) per month for a spouse of a covered employee who is eligible to enroll in health coverage at their employer, but fails to do so, as a condition of enrollment in this Plan.
- Adopt the long term funding policy contained herein.
- The Parties agree to adopt true managed care approaches to providing mental/nervous and physical benefits under the Plan. The Plan Administrator should not perform such managed care.
- The Parties will adopt cost control measures that will aid the Fund in managing costs within the contributions provided by the Employers and Participants to this Plan.

Effective January 1, 2010, the Trustees of the Plan shall be directed to adopt the following modifications to the active plan(s) of benefits:

Effective January 1, 2016, increase the disability benefit cap to three hundred dollars (\$300).

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Effective January 1, 2020, Plan B's dental benefit shall become identical to the dental benefit for Plan A. Effective January 1, 2020, any employee and their dependents who are enrolled in Plan B shall receive the improved dental benefit.

- 9) The Union's proposal to extend the Union health plan as described in Article 39 to Rock Springs, Wyoming Retail Clerks and Service Deli bargaining units remains open. All other healthcare proposals from either the Union or the Company are withdrawn.
- 10) The following language shall be modified in Article 41:

Section 100. Employer Contributions. For all employees hired before March 6, 2005, covered by this Agreement, the Employer shall pay one dollar and five cents (\$1.05) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund.

For all employees hired after March 5, 2005, contributions shall be at a rate of forty-eight cents (\$0.48) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid).

Though no contributions are required on Courtesy Clerks, except as set forth below, they shall be granted future service credits.

Effective January 1, 2010 (December hours) for all employees covered by this Agreement, the Employer shall pay eighty two cents (\$0.82) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund. Effective November 30, 2015, the supplemental contribution contained therein shall cease. Effective December 1, 2015, the base pension contribution rate for all contracts shall be increased to one dollar and twenty-five cents (\$1.25) per hour (based on preceding month hours). Effective December 1, 2015 (November hours), the base contribution rate shall be reduced to one dollar and five cents (\$1.05) per hour. Such reduced contribution shall continue through the payment made in November 2018 (October hours). Effective December 1, 2018 (November hours) the base contribution rate shall return to one dollar and twenty-five cents (\$1.25). At the trust meeting set no more than six (6) months prior to the expiration of the 2015-2019 contract, the actuaries are to determine the contribution rate necessary to continue funding current benefits and to maintain PPA green zone status for at least the next ten (10) years. In the event

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the actuaries determine that a lower contribution rate is sufficient to continue current benefits, the Union and the Employers will share equally the excess funding. The Union may increase the accrual rate and the Employers' contribution rate will be reduced in an equal manner and amount, based on actuarial equivalence. Nothing in this section should be construed as an agreement to increase the pension contribution rate above the agreed upon basis set forth above.

The Trustees shall be directed to modify the Plan's accrual rates effective January 1, 2016 to thirty dollars (\$30.00) per month for future years of service. The Trustees shall be directed to modify the Plan to provide for the ability of Courtesy Clerks to earn benefit accruals on a prospective basis.

Effective February, 2020 (January hours), the Employer contribution rate will be increased by \$0.25 per hour. Effective February, 2021 (January hours), the Employer contribution rate will be increased by an additional \$0.10 per hour.

In addition to those increases, at the time of the completion of the 2020 Pension Protection Act certification, the co-actuaries will calculate the 2019 market return and the Employer shall make a conditional lump sum contribution based on all pension contribution hours, (not to include Courtesy Clerks), worked during the period January through December 2019.

- i. If the return is equal to or exceeds 10.25%, no conditional lump sum contribution shall be required.
- ii. If the return is equal to or exceeds 9.25%, but is less than 10.25%, a \$0.05 additional contribution per hour shall be required.
- iii. If the return is equal to or exceeds 8%, but is less than 9.25%, a \$0.10 additional contribution per hour shall be required.
- iv. If the return is less than 8%, a \$0.15 additional contribution per hour shall be required.

The payment will be made within 60 days following completion of the 2020 Pension Protection Act certification.

- 11) The Union withdraws its proposals concerning adding the Grand Junction Pharmacy technicians and Montrose meat employees to the Union pension plan.
- 12) The parties agree to delete the existing language in Article 54 and replace with the following:

Section . The parties recognize that a well-trained workforce is beneficial to employer and employees alike. As technological changes are occurring at a rapid pace, such changes may have a dramatic impact on both employees' careers and

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the employer's business. In the event the Employer introduces technological changes that impact bargaining unit work, they shall meet to discuss the changes, their anticipated impact on the workforce, and any other subjects relating to or arising from the technological change in question and the affected employees.

In addition, the Employer agrees to discuss the following:

- i. Any retraining necessary, for a comparable position and subject to the applicable seniority provisions.
- ii. Where retraining is not feasible, the Employer shall make every effort to transfer all affected employees to another department, another store, or other employment, within a reasonable geographic area of the employee's existing position or, solely at the employee's election, their residence.
- iii. In the event the employee is not retrained or transferred and is separated from employment as a result of technological changes, the Company and the Union will discuss using a placement service.
- iv. To the extent that technological change results in the loss of bargaining unit work or positions, the Employer shall discuss implementing such change gradually, to allow for the natural attrition of employees through voluntary separation or retirement, with the intention that no employee, who is employed as of the date the Employer notifies the Union of its anticipated technological change, is involuntarily separated from their employment.

In the event the employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes as defined above, the employee will be eligible for severance pay in accordance with the following provisions:

- a. All employees, excluding courtesy clerks, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of ten (10) weeks' pay to be paid on a lump sum basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceding displacement, not to exceed forty (40) hours' straight-time pay.
- b. An employee shall be disqualified from severance pay in the event the employee:
 - i. Refuses retraining.
 - ii. Refuses a transfer or other employment within a radius of forty (40) miles
 - iii. Voluntarily terminates employment.



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c. In the event an employee is eligible for a severance payment pursuant to the provision, the employee will execute a Release Agreement provided by the Company prior to receipt of such severance payment.

13) The parties agree to modify Letter of Understanding #22 as follows:

**LETTER OF AGREEMENT
#22
COURTESY CLERKS. DATED 4/1/19**

Safeway/Albertsons and UFCW Local No. 7 hereby agree as follows:

The parties have agreed that Courtesy Clerks who have more than three (3) years of continuous service as a Courtesy Clerk with the Company shall, during the term of this Agreement, be compensated at a straight-time hourly wage rate fifty-five cents (\$0.55) per hour above the "thereafter" Courtesy Clerk wage rate set forth in Appendix "A" of this Agreement. Further, the parties have agreed that, effective as of the date of expiration of the applicable 2015-2019 Agreement, Courtesy Clerks who have more than six (6) years of continuous service as a Courtesy Clerk with the Company shall, during the term of this Agreement, be compensated at a straight-time hourly wage rate one dollar and ten cents (\$1.10) per hour above the "thereafter" Courtesy Clerk wage rate set forth in Appendix "A" of this Agreement.

14) The parties agree to the following letter of understanding concerning the Montrose meat bargaining unit.

Letter of Understanding # ___ to

Montrose Clerks Agreement

4/2/19

The Union and the Company agree that the Montrose meat unit shall be accreted to the existing Montrose Clerks bargaining unit, and shall be subject to all of the same terms and

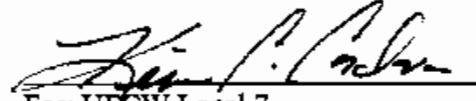
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conditions of the existing and, unless otherwise agreed, future Montrose Clerks collective bargaining agreements, except for differences to be agreed upon between the parties.

(List of differences to be agreed upon in Montrose-specific bargaining)


For: Safeway/Albertsons

4/2/19
Date


For: UFCW Local 7

4-2-19
Date

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The revisions proposed herein shall apply to the relevant LOUs of the Retail and Meat agreements for all Safeway/Albertsons bargaining units in Colorado and Rock Springs, Wyoming.

The wage tables attached hereto shall represent the wages for the 2019-2022 Agreements between the parties. The parties agree that any clear errors in the wage tables shall be promptly corrected. The 2019 rates shall be retroactive to the day after the expiration of the prior Agreement. Retroactive pay shall be paid within thirty (30) days of ratification.

The Union and the Employer agree to carry forward all Letters of Understanding (LOUs) for the applicable bargaining units, except as set forth below.

Safeway Denver Retail:

- LOU #3 (Retesting for Promotion) shall be deleted.
- LOU #10 (ICC Positions) shall be deleted and Article 7, Section 14(c) of the Collective Bargaining Agreement (CBA) shall be amended as follows:
 - A Head Clerk is an employee who has been assigned by the Employer to direct or supervise the work of others. The mere fact that two persons work together does not mean that one is a Head Clerk. The intent of the Head Clerk classification shall not be used to circumvent this Agreement. The File Maintenance ~~Coordinator Position~~ shall be filled by one Head Clerk and may be assisted by All-Purpose Clerks. This File Maintenance ~~Coordinator Position~~ shall include work performed in the Meat and Delicatessen Department. **The Inventory Control Coordinator (ICC / backdoor receiving) positions in all bargaining units shall be filled by head clerks.**
- LOU #13 (Seniority – Employee Transfer and Reinstatement) shall carry forward and be considered along with the Union's proposal on Industry Credit by the Joint Labor-Management committee (the "JLM") assigned to that issue.
- LOU #14 (ACTMEDIA) shall carry forward and be amended as follows:

~~ACTMEDIA News Media and RTUI (Placement of Signs upon Shopping Carts).~~
(All Safeway Bargaining Units in Colorado). ~~Signed by Bruce Trull for Safeway and Michael Belo for UFCW Local 7, dated 4-17-95.~~

1. Representatives from ~~ACTMEDIA, Inc.~~ **News Media and RTUI (or an alternative vendor)**, may maintain advertising space on aisle vision billboards, shopping carts, and the shelf-talker instant coupon machine in all stores, with the understanding that such advertising placards are not to include pricing of any kind.

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2. It is further understood that this work is strictly limited as described above and shall not be expanded further.
 3. The Company will provide the Union with a copy of the current contract with News Media and RTUI and will, upon request, provide a copy of future contracts.
 4. The term of this letter of understanding is concurrent with the present collective bargaining agreements, effective from 2019 – 2022. Either party may choose to terminate this letter of understanding when such agreements expire.
- LOU #20 (Dress Requirements Letter) shall carry forward and be considered by the subcommittee addressing settlement of pending grievances.
 - LOU #25 (Health and Welfare Trust Fund) shall be deleted.
 - LOU #27 (Minimum Wage) shall carry forward and be amended as follows:

~~Effective on ratification, in the event Federal or State minimum wage increases during the term of this Agreement to a rate greater than the starting rate, the new rate will be at least twenty cents (\$0.20) per hour above the minimum wage and each rate above will be at least ten cents (\$0.10) per hour higher than the previous rate in the progression schedule~~

~~Bargaining Note: In applying the provisions of this Letter of Agreement, The parties understand, for example, agree that an employee working at a progression step that is adjusted as a result of the operation of this letter the minimum wage during the term of this Agreement would remain at the same step but work under the newly adjusted rate until they complete the remaining hours of that step and advance to the next step.~~

The following Letters of Understanding shall be added to the Safeway Denver Retail LOUs:

Bulk Food

The Employer currently offers a variety of bulk food products in select stores. The offering includes both a pre-packaged assortment as well as, in some stores, binned bulk food items.

The Employer and the Union agree that so long as the pre-packaged items are cross-docked at the Employer's warehouse facilities (i.e., not delivered directly to stores by a vendor), employees covered by the parties' labor agreement

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will continue to stock the pre-packaged product as they currently do. The Employer and the Union agree that in stores where binned bulk food products currently are offered, as well as any stores where such products are introduced in the future, the Employer may assign all work related to the ordering and servicing of the binned bulk food to a vendor, notwithstanding that it may be cross-docked. The current binned bulk food product assortment consists of 97 items. The Employer may make substitutions of items, but it is understood that if the Employer wishes to increase the number of items beyond 97, the parties will discuss the ordering and in-store servicing of such additional products by a vendor.

Drive-Up and Go (DUG) Shoppers

The parties hereby agree to establish the terms and conditions for a Drive Up and Go (DUG) Shopper classification pursuant to the provisions below. It is expressly understood and agreed that DUG Shopper work is bargaining unit work within the scope of the applicable "Clerks" collective bargaining agreements between Safeway Inc., Albertsons LLC., and UFCW Local 7 within the Denver Division.

All terms and conditions of the applicable UFCW Local 7 Clerks collective bargaining agreement between Safeway Inc., Albertsons LLC., and UFCW Local 7 will apply to the DUG Shopper classification, except as specifically modified herein.

DUG Shoppers will select and pack customer-ready products to fulfill customer orders. The DUG Shoppers will perform no preparation or cutting of food or meat.

DUG Shoppers shall be considered a separate classification in the Clerks Agreement for all purposes, including but not limited to seniority and scheduling.

Wage rates for DUG Shoppers will be the same as the Non-Food/GM classification wage rate progression of the applicable Clerks Agreement for the Store.

If the Company chooses to establish a DUG Shopping Manager in the DUG Shopping Department, the company shall notify the Union immediately, and a new wage rate for such job shall be determined by the Employer and the Union.

The following unpublished Safeway Denver Retail LOUs shall carry forward and the rates shall be updated as part of the parties' larger agreement on wages:

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- Brighton Techs;
- Estes Park Rate of Pay;
- Glenwood Springs;
- Loveland Techs;
- Steamboat Springs Rate of Pay; and
- Vail Clerks.

The unpublished Grand Junction Pharmacy Techs Grievance Settlement regarding Mary Davidson and Victoria Temple shall carry forward, they shall be grandfathered at the rate set forth therein, and they shall receive all future increases afforded to Pharmacy Techs.

Safeway Denver Meat:

- LOU #4 (Seniority for employees transferring to the Meat bargaining unit (from Retail Clerk bargaining unit)) shall carry forward and be considered along with the Union's proposal on Industry Credit by the JLM.
- LOU #6 (Transfers and Seniority (Local 634 Meat Cutters)) shall carry forward and be considered along with Industry Credit by the JLM.
- LOU #9 (Meat Cutter on Duty and Lunch Period) shall be deleted.
- LOU #12 (Dress Requirements) shall carry forward and be considered by the subcommittee addressing settlement of pending grievances.
- LOUs #14 (Starbucks Coffee Specialist), #15 (China Express Cook), and #17 (Jamba Juice) shall carry forward and the rates shall be updated as part of the parties' larger agreement on wages.
- LOU #20 (Health and Welfare Trust Fund dated April 29, 2011) shall be deleted.
- LOU #22 (Minimum Wage) shall carry forward and be amended as set forth for Safeway Denver Retail LOU #27, above.

The following unpublished Safeway Denver Meat LOUs shall carry forward:

- Safeway Estes Park Rate of Pay;
- Steamboat Springs;
- Glenwood Springs Meat BU Department Manager ROP; and
- Vail Clerks and Meat BU Department Manager ROP.

The Union agrees that the Letter of Understanding governing additional compensation for Deli Managers at certain stores shall not carry forward beyond ratification, without prejudice to

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either party's position on whether the Letter was effective during the term of the prior Agreement(s). All pending grievances on this issue are reserved.

Albertsons Denver Clerks:

- LOU #2 (Safety Committee) shall be deleted.
- LOU #12 (Minimum Wage) shall carry forward and be amended as set forth for Safeway Denver Retail LOU #27, above.
- Unpublished LOU regarding floral manager rate of pay shall carry forward and the rates shall be updated as part of the parties' larger agreement on wages.

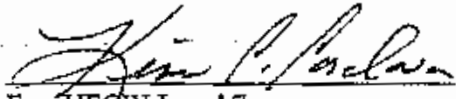
The Bulk Food and Drive Up and Go (DUG) Shoppers Letters of Understanding, as set forth above, shall be added to the Albertsons Denver Clerks LOUs.

Albertsons Denver Meat:

- LOU#1 (Safety Committee) shall be deleted.
- LOU#2 (Transferred Employees – Seniority) shall carry forward and be considered along with the Union's proposal on Industry Credit by the ILM.
- LOU titled "Minimum Wage" shall carry forward and be amended as set forth for Safeway Denver Retail LOU #27, above.


For: Safeway/Albertsons

4/7/19
Date


For: UFCW Local 7

April 7, 2019
Date

BARGAINING COMMITTEE RECOMMENDATION

Contract Negotiations between Safeway/Albertsons and United Food and Commercial
Workers International Union, Local 7R

April 7, 2019

The Below represents a Tentative Agreement between Safeway/Albertsons and United Food
and Commercial Workers International Union, Local 7R that has been fully recommended by
the Union's bargaining Committee.

Union Bargaining Committee Recommendation

By way of this letter, we, the Committee, recommend to accept this contract.

