MEMORANDUM OF AGREEMENT BETWEEN

SMITH'S

AND

UFCW LOCAL 7

Smith's ("Employer") and UFCW Local No. 7 ("Union") are parties to the Riverton Meat Cutters Agreement ("the Agreement"). The parties have met and reached a tentative agreement ("Agreement") for a new collective bargaining agreement. Such a new collective bargaining agreement shall contain the provisions of the current Agreement between the parties, including all Letters of Understanding shall carry forward, except as modified in the attached document entitled "Tentative Agreement," as well as any and all documents attached to, or incorporated by reference into, said Tentative Agreement document. The new collective bargaining agreement shall have a term of November 24, 2019 through and including November 19, 2022.

The attached Tentative Agreement and the current collective bargaining agreement, 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 Any Union proposal not identified or addressed herein shall be deemed withdrawn. Any proposal of the employer not identified or addressed herein shall be deemed withdrawn.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 parties agree that any and all pending or related legal actions, charges, arbitrations, grievances or other disputes arising out of the alleged actions of either party with respect to the negotiation of this Agreement prior to the ratification of this Agreement are mutually settled and released with prejudice upon ratification of the 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.

Signed and agreed this 4/1/ day of March, 2020.

FOR THE EMPLOYER:  FOR THE UNION:

Ian Adams  Kim C. Cordova
Labor Attorney  President

3.4.20
Tentative Agreement

1. Term of Agreement

Term: November 24, 2019 through and including November 19, 2022.

Article 30: This Agreement shall become effective November 24, 2019 and shall remain in full force and effect through November 19, 2022, and shall automatically renew itself from year to year thereafter, unless either Party desires to modify or change the same. Either Party desiring to modify or change this Agreement shall notify the other Party sixty (60) days prior to anniversary date of this Agreement.

2. For the term of the 2019-2022 agreement, add a bargaining note to Article 1, Recognition, as follows:

Bargaining Note: The Employer and the Union shall establish a Joint Labor-Management Committee to address, during the term of the 2019-2022 collective bargaining agreement, the Union's proposal to revise Article 1 to provide for a mandatory union orientation. It is agreed that any meeting of this committee may be conducted over the phone. If it is agreed to conduct a meeting in person, it will be in a location that is convenient for the parties to travel to, such as in Salt Lake City or Denver.

3. Add the following sentence to the end of Article 5 (Seniority), Section B:

Services in the United States military or National Guard shall be given credit for one thousand forty (1,040) hours per year of service, capped at four thousand one hundred sixty hours (4,160). This section shall only apply to newly-hired employees after ratification of the 2019 to 2022 Agreement on _____.

4. Vacation: Add the following clause to the end of the first sentence of the second paragraph of Article 11, Section A:

", and four (4) weeks' paid vacation after twelve (12) years' continuous service."

5. Sick Leave:

Add the following clause to the third sentence of Article 13, Section C following the words "or undergoes outpatient surgery;": or has accumulated in excess of one-hundred ninety-two (192) hours of sick pay,....."

Make the following changes to Article 13, Section K:

Change the maximum accumulation of unused sick leave from 140 hours to two hundred forty (240) hours.

Replace the 4th and 5th sentences of this paragraph (discussing when sick pay commences) with the following: Said sick leave is to commence:

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

13.1 (New)
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 Article 11 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.

6. Health & Welfare

Insert the following changes and modify Article 12 (Health and Welfare Coverage) as appropriate:

Trust Fund. The Rocky Mountain UFCW Unions and Employers Health Benefit Trust ("Health Benefit Trust") is a trust fund jointly administered by an equal number of Trustees representing the Employer and the Union. All contributions provided for in this Article will be paid into the Health Benefit Trust. The Trust Fund is to be jointly administered by an equal number of Trustees representing the Employer and the Union. There shall be three (3) Plans of benefits, Plan A, Plan B and Plan C with contributions as provided herein. As a condition of receiving the contributions provided above, the Trustees of the plan will:

1. Establish Plan(s) of benefits, which can be supported by the contributions provided in the Agreement, and

2. Maintain the Trust in a fully funded status as provided herein and in the Trust Agreement

The Trustees shall establish a separate accounting of income and expenses for participants of the Fund who agree in their collective bargaining Agreements to a fixed contribution rate. The Trustees are expressly prohibited from using the contributions of the Employer’s contributing on fixed contribution rate basis to pay benefits for participants of other employers who have not adopted these fixed contributions.

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

“Up to” increase on January 1, 2021.

<table>
<thead>
<tr>
<th>Changes effective June 1</th>
<th>2020 – Hours worked in first month following ratification</th>
<th>January hours payable in February 1/1/2020</th>
<th>January hours payable in February 1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan A Hired Before 3/26/2005</td>
<td>$ 807.14</td>
<td>$ 863.64</td>
<td>$ 924.09</td>
</tr>
</tbody>
</table>
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:

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

**Employee Co-Premiums.** Employees who are eligible to participate and enroll in the Health Plan shall as a condition of such participation make a monthly co-premium payment equal to five dollars ($5.00) per week if enrolled in employee only coverage, ten dollars ($10.00) per week if enrolled as employee plus spouse or employee plus children and fifteen dollars ($15.00) per week if enrolled in family...
coverage. Effective January 1, 2013, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: seven dollars and fifty cents ($7.50) per week for employee only, fifteen dollars ($15) per week for employee and children or employee and spouse and twenty-three dollars ($23) per week for employee, spouse and children/family. Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer.

**Enrollment and Eligibility.** Effective at the earliest possible date but not later than June 1, 2005, the Plan shall conduct an annual enrollment. To remain enrolled as a participant eligible for plan coverage, each employee who is currently enrolled, or who initially enrolls during the term of the collective bargaining agreement, must re-enroll prior to the start of each succeeding plan year. Employees must make a positive election to enroll in the Plan. Enrollment is for the entire plan of benefits for the Plan and an employee’s failure to make a positive enrollment into the Plan shall result in such employee being ineligible for all benefits of the Plan for the remainder of the calendar year or until there has been a qualifying life event, as defined herein, whichever occurs first. During the first enrollment, the Plan will allow a 30-day grace period to allow an employee to enroll who missed the deadline for enrollment.

Effective calendar year enrollment period beginning January 1, 2010, the Plan shall conduct an annual enrollment in accordance with the following procedure.

**General Rule**

- **Currently Enrolled**
  - If enrolled for 2009 and no changes desired - need not do anything – terms of enrollment for 2009 remain in effect until coverage under the Plan terminates or until a change is desired.
  - If enrolled and a change is desired – need to timely complete new enrollment form on same basis as in prior years.
  - If not enrolled for 2009, but want to enroll for 2010 or for a subsequent year, need to timely complete enrollment form on same basis as in prior years.
    - Newly eligible employee must initially make a positive election to enroll in the Plan. Terms of initial enrollment will remain in effect until coverage under the Plan terminates or until a change is desired.

**Special Rules**

- Newly eligible employees - must enroll within ninety (90) days.
- Current special enrollment event rules that remain in effect.
- Newly acquired dependent - must enroll within thirty (30) days. The effective date of coverage will be:
  - Marriage – the date of marriage.
Birth of a dependent – the date of birth.

Adoption or Placement for Adoption of Dependent – date of adoption or placement for adoption.

- Employee or dependent lose coverage under another plan – must enroll within thirty (30) days (Exception: If loss of coverage is under this Plan, individual has sixty (60) days to enroll under Plan). The effective date of coverage will be the first day of the month following the termination of coverage.

- Special disenrollment rules that remain in effect:
  - Dependent spouse becomes covered under spouse's employer's plan or employment status so that the spouse is no longer eligible to participate in a health plan sponsored or maintained by his/her employer - Plan must be notified within sixty (60) days of spouse's coverage to discontinue payment of working spouse fee. The cessation of the working spouse fee is prospective only.
  - Disenrollment – if dependent loses status as eligible dependent or an employee or dependent becomes covered under another plan - must disenroll within sixty (60) days of event causing loss of coverage or effective date of coverage under another plan. The reduction in the weekly payroll deduction is prospective only.

- New procedures/rules.
  - Administration office will need to do semi-annual verification of continuation of student status of known students plus any child who attains age nineteen (19) in the spring and fall of each calendar year.
  - For first claim filed by spouse each calendar year, administration office will need to verify working status of spouse and if working, determine if covered by employer's plan.

- Continuation of Rule Regarding Special Enrollment Events.
  - Employees currently enrolled in the Plan shall continue to be enrolled in the Plan unless they made a positive election to discontinue their enrollment or change their coverage. A discontinuation in coverage may be made within sixty (60) days of a special enrollment event as defined by the Plan. Administrative office will need to do semi-annual verification.

Employees must initially make a positive election to enroll in the Plan. Enrollment is for the entire plan of benefits for the Plan and an employee's failure to make an initial positive enrollment into the Plan shall result in such employee being ineligible for all benefits of the Plan for the remainder of the calendar year or until there has been a special enrollment event as provided in the Plan's Rules and Regulations, whichever occurs first.

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[Signature]
The administrator of the fund will use the enrollment data in order to establish the eligibility of employees and their dependents for participation in plan coverage. None other than those employees contained on the enrollment report shall receive benefits from the Trust without the express authorization of the Trustees. The administrator will promptly notify the Trustees in writing of any instances where coverage has been provided to persons who are not included in the enrollment data, or where a claim for payment has been submitted by or on behalf of such person.

The Fund will audit its enrollment and claims records as least once within each twenty-four (24) month period to ensure that no employees of the Employer, or the dependents of such employees, are participating in plan coverage for which they are not eligible and to ascertain that claims and other plan expenses are being paid in accordance with the Plan’s provisions.

**Initial Eligibility** – Part-time employees hired before March 26, 2005 who on March 26, 2005 have met the initial eligibility requirement for benefits under the Trust will continue to be eligible for coverage provided the employee enrolls in the Plan beginning in 2005, and further provided the employee has made the required employee co-premium payment. Such employees shall continue to be eligible for Plan A if such employees was eligible for Plan A on March 26, 2005. Employees who were eligible for and were participating in Plan B on March 26, 2005, shall participate in Plan B until such employee has been covered under such Plan B for twenty-four (24) months. Thereafter, such employee may advance to Plan A provided they continue to enroll and meet the eligibility requirements of the Plan. Employees hired on or before March 26, 2005, who are not eligible for coverage as of March 26, 2005 shall be required to meet initial eligibility for Plan B, and subsequent eligibility to begin participation in Plan A, as provided in the predecessor agreement which terminated in 2004.

All part-time employees (excludingCourtesy Clerks) and their eligible dependents hired on or after March 26, 2005 shall, beginning the first of the month following twelve (12) calendar months of employment (but not before January 1, 2010 with regard to their eligible dependents), be eligible to enroll and participate in the Health Plan, under the Health Plan C. Upon completion of the first thirty-six (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next thirty-six (36) months of eligibility under Plan B. Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependents may enroll and participate in Plan A.

Full-time employees shall on the first of the month following three (3) months of employment, be eligible to enroll with their eligible dependents in Plan B, and after thirty-six (36) months of eligibility under Plan B, shall be allowed to enroll with their eligible dependents in Plan A.

**On-going Eligibility** – After satisfying initial eligibility requirement provisions and enrollment in the Health Plan, the employee must continue to meet the monthly on-going eligibility requirements as a condition of continued participation in the Health Plan. Enrolled employees who work eighty (80) hours in a four (4) week month or one hundred (100) hours in a five (5) week month shall be eligible for coverage on a lag month basis. For the purposes of this Article, hours worked shall include hours paid directly by the Company for holiday, vacation, jury duty, funeral leave and sick pay.

Employees shall continue to be eligible for benefits provided they enroll for coverage in accordance with this Article. In any event, all employees must continue to meet all eligibility requirements of the Plan as a condition of continued eligibility.
**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:

1. 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.
2. 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.
3. Adopt the long term funding policy contained herein.
4. 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.
5. 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).

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.

**Health and Care Management**

Direct Trustees to Implement Integrated Health and Care Management Programs. The programs shall be designed to progress over the term of the Agreement to "best-in-class" levels with respect to the key characteristics listed below:

- Quality education campaign for all participants
- Superior participant communications, including robust web tools
- Superior participant information tools
- Analytics measuring participation, compliance, and results
- Very strong comprehensiveness of programs
- High levels of integration
- Strong physician behavior change mechanisms
- Significant levels of medical and drug trend reduction

1. Establish a health risk assessment questionnaire to be completed annually. If employee and spouse complete annually, such employee's co-premium to the Plan shall be reduced five dollars ($5) per month for each employee and spouse (max ten dollars [$10]) for that enrollment's calendar year. An HRQ must be completed each year during enrollment to be
eligible to receive the HRQ incentive for each year. During the term of this Agreement, the Trustees may, by mutual agreement, reallocate the HRQ incentive amounts provided above.

2. Establish twenty-four (24) hour nurse call-in line and/or medical decision support.

3. Develop a medical management program that targets high-risk participants with chronic diseases such as diabetes, obesity, asthma and cardiovascular disease. In order to encourage participant engagement in such programs and to enhance the goal of improving health status a series of incentives must be developed.

There is recognition that incentives may take various forms and will likely evolve and change over time based on program experience with a goal of maximizing program effectiveness and reducing health costs and medical trend. The initial focus will be a thorough educational campaign in connection with program roll out.

4. Establish free and/or reduced cost educational programs such as:
   a. Weight management
   b. Smoking cessation
   c. High cholesterol

5. Reduce prescription drug co-pays as shown below for participants taking maintenance drugs (and related supplies which require a prescription) for certain disease states which would include categories of drugs such as:
   a. Hypertension
   b. High cholesterol
   c. Diabetes control drugs
   d. Asthma
   e. Glaucoma
   f. Osteoporosis

<table>
<thead>
<tr>
<th>Drug Class</th>
<th>Co-Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic</td>
<td>$2.50</td>
</tr>
<tr>
<td>Formulary Brand</td>
<td>$10</td>
</tr>
<tr>
<td>Nonformulary Brand</td>
<td>$20</td>
</tr>
</tbody>
</table>

It is understood that the Plan's consultants will continue to evaluate the effectiveness of including these scheduled drug categories on Plan costs and based on their recommendations the Trustees may remove drugs from this list and/or add other categories of drugs consistent with the objective of increasing compliance with prescribed drug therapies which will lower plan costs and trend.

6. Complex/Catastrophic Care Management to provide case management of the entire health care and treatment for participants with high-risk health conditions.
7. Preventive health care at medically appropriate times (see below)

<table>
<thead>
<tr>
<th>Service</th>
<th>PPO coverage (In-network)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mammography</td>
<td>Plan pays 100%</td>
</tr>
<tr>
<td>Routine Annual Physical Exam</td>
<td>Plan pays 100%</td>
</tr>
<tr>
<td>Well-baby care</td>
<td>Plan pays 100%</td>
</tr>
<tr>
<td>Childhood Immunizations</td>
<td>Plan pays 100%</td>
</tr>
<tr>
<td>Papanicolaou (Pap) smear and pelvic examination</td>
<td>Plan pays 100%</td>
</tr>
<tr>
<td>Prostate specific antigen (PSA) testing</td>
<td>Plan pays 100%</td>
</tr>
<tr>
<td>Colonoscopy</td>
<td>Plan pays 100%</td>
</tr>
</tbody>
</table>

Utilize nationally recognized guidelines as a basis for coverage.

**Long Term Funding Policy**

1. The parties recommend to the trustees that a Minimum Reserve Requirement be established equal to IBNR reserves plus a lag month reserve. The Fund consultants shall calculate the IBNR and lag month reserve requirement at least once every twelve (12) months beginning on [date] and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants' claims run off.

2. If the market value of the assets at any twelve (12) month review point is ever below the calculated IBNR level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign and/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the twelve (12) month period beginning after the trustee meeting in which the deficiency is first projected.

3. No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.

4. If the Fund consultants cannot agree on a recommended plan of benefit redesign and/or employee co-premium contributions, and the Trustees cannot agree to a corrective action plan, by virtue of deadlock motions, then the trustees must act to adopt the recommended corrective action plan that has the least adverse impact on plan participants, however, one set of Trustees may exercise the Fund's dispute resolution procedure on an expedited basis to determine if other corrective actions must be taken.

5. The minimum reserve target defined above is solely meant to be a "floor". It is not also a "ceiling". That is, no Trustee action is required or expected in the event that reserve levels are above the minimum reserve target.

6. The Long-Term Funding Policy provisions of this Article are suspended for the period of May 11, 2012 through and including September 12, 2015.

**Extended Benefits.** An employee who has been eligible for benefits for six (6) months or more immediately prior to becoming physically disabled and thereby unable to work, shall continue to be eligible for benefits during his continuing period of disability, up to a maximum of six (6) months.
Retiree's Benefits. The Employer will contribute eighteen dollars and thirty-four cents ($18.34) per month per eligible active bargaining unit employee, covered under this Agreement, in the Health Plan to subsidize the self-pay costs of providing Health and Welfare benefits to eligible retirees under the Rocky Mountain UFCW Unions and Employers Health Benefit Plan (the "Retiree's Health Plan").

Effective for employees who retire on or after October 1, 1996, the eligibility requirements for participation in Retiree's Health Plan shall be:

Employees retiring on or after October 1, 1995, must have a combined total of fifteen (15) years of service and have attained age fifty (50), or be totally disabled, at the time of his termination of employment.

7. Pension

Insert the following changes and modify Article 14 (Pension) as appropriate:

Effective October 2020 (September hours), the Employer contribution rate will be increased by $0.25 per hour. Effective October 2021 (September 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.

8. Funeral Leave

Add the following "common-law spouse, and individual in a civil union with the employee if recognized by state law" to the list of what constitutes immediate family under Section 15.A.

9. Leaves of Absence

Add a new paragraph (2nd) under 21. L. 4 (Leave of Absence for Military Deployment)

A leave of absence, without pay, shall be granted upon request by an employee who has completed one (1) year of continuous service in the bargaining unit at the time of the request to address issues
that arise from the military deployment of a family member for a total of up to six (6) consecutive months within a two year period. For the purpose of this leave, “family members” shall be:

1. Spouse and parents of the employee,
2. Biological or adopted unmarried children under (19) years of age and full-time students up to age twenty-three (23),
3. A child of any age who in incapable of self-support,
4. Any relative residing in the employee’s home and dependent upon the employee for care.

Add a new subsection 21. L. 5. (Safe Leave):

Safe Leave. The parties recognize that, in accordance with Colorado law, which the Company also agrees to follow in Riverton, Wyoming, employees may request 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 the 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.

10. Technological Change

Note: the parties agree the following language does not alter or diminish the Employer's right to use or introduce pre-cut meat items pursuant to the parties' CBA and any LOU's.

New Article: Technological Changes

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

B. In addition, the Employer agrees to discuss the following:

a. Any retraining necessary, for a comparable position and subject to the applicable seniority provisions.

b. 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.

c. 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.

d. 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.
C. 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 training;
      ii. Refuses a transfer or other employment within a radius of forty (40) miles; or
      iii. Voluntarily terminates employment.
   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.

11. Letters of Agreement

Retain all current letters of understanding as itemized below:

1. Buying Beef Cuts and Pre-Cut Pork Limits
2. Minimum Wage (Modified and Attached below)
3. Health and Welfare Contribution Recitals

12. Military Service (New)

(New) Article: Military Service

All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by the law to employees volunteering, called or conscripted for service in the Uniformed Services, as defined by USERRA or any applicable law, and any additions or amendments thereto, or rulings and interpretations hereof 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.

13. Safety

(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. Employee 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:
I. Appropriate Personal Protective Equipment (PPE), as outlined in SDS sheets, including but not limited to, any cleaning of restrooms;

II. Floor mats, if needed, where they do not compromise safety and/or the ability to clean and sanitize; and

III. 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 program. The Company further agrees to maintain records of all such training, for each employee, and such records shall be made available within a reasonable amount of time with written request by the Union.

I. 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.

II. No employee shall operate, be permitted to operate, or directed to operate a cardboard baler prior to completion of training in baler operation.

III. No employee shall operate, be permitted to operate, or directed to operate a trash compactor prior to completion of training in compactor operation.

IV. Employees agree that they will not operate PIT if their training certification is 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 the department covered by this agreement and any areas directly related to the operation of this department in order to ensure a safe work environment in accordance with this Article of the master 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 (including footwear), personal belongings and beverages/food throughout the store.

New Section. Master Safety Committee. The Employer and the Union will jointly set up a Master Safety Committee, made up of up to 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 then once per year, to review workplace safety matter. The parties will discuss and work toward resolving safety in the workplace. It is agreed that any meeting of this committee may be conducted over the phone. If it is agreed to conduct a meeting in person, it will be in a location that is convenient for the parties to travel to, such as in Salt Lake City or Denver.

14. Appendix A

Delete the following sections in Appendix A: “Rate Determination”, “Demotions, Step Downs and Layoffs”, “Promotions, new hires and new entrants into the bargaining unit” and “Lump Sum Bonus”.

13
New Section. When an employee (not at the “thereafter” rate) is promoted from a lower classification to a higher classification, the employee’s wage shall remain the same or be advanced to the next higher wage rate if the rate does not exist in their new classification. At this point, the employee will receive credit for all hours worked with the company and those hours will determine their pay level in the new classification. The employee will then work the necessary hours in that step before receiving their next pay increase.

When an employee (at the “thereafter” rate) is promoted from a lower classification to a higher classification, the employee’s wage shall remain the same or be advanced to the step below the “thereafter” rate in their new job class, whichever is higher. At this point, the employee will receive credit for all hours worked with the company. The employee will then be required to work the last progression step of hours before moving into the “thereafter” rate in their new role.

Similarly, an employee that moves from a higher classification to a lower classification will receive credit for all hours worked with the company and those hours will determine their pay level in the new classification (even if this results in a decrease in pay).

Bargaining Note: The parties intend this letter to apply in all circumstances where an employee changes job classification within the Company, including lateral transfers (for example, Nutrition Clerk to Produce Clerk), step-downs (for example, Assistant Deli Manager to Deli Clerk), and transfers between bargaining units (for example, Coffee Clerk to Customer Service Clerk).

New Section. Bargaining Note: In applying the provisions of this Agreement, the parties understand, for example, that an employee working at a progression step that is adjusted as a result of the execution 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.

New Section. Above Scale Employees: Any employee above the manager rate or top rate for his/her classification will get the following increases - $.40 in 2019, $.35 in 2020 and $.35 in 2021 (those amounts match the J-P increase amounts for each year).

15. Full-Time Agreement

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 November 23, 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, in the store where such employee worked the 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.

16. Wage Schedules

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SMITH'S FOOD & DRUG CENTERS, INC.  
UFCW LOCAL 7

By: [Signature]  
Date: [Signature]

Date: 3/4/20  
Date: 3/4/2020
Minimum Wage. The parties agree that an employee working at a progression step that is adjusted as a result of the operation of 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.

Signed this 14th day of March, 2020.

By

Ian Adams
Labor Attorney
Smith's Food and Drug Centers Inc.

By

Kim C. Cordova
President
UFCW Local No. 7