

AGREEMENT

between

ALBERTSON'S, LLC.
Rock Springs, Wyoming

Service Deli Clerks

and

**UNITED FOOD AND
COMMERCIAL WORKERS,
LOCAL NO. 7**

Chartered by the

**UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION**

2019-2022 CONTRACT



THE OFFICES OF LOCAL 7 ARE LOCATED IN THE

UFCW BUILDING

**7760 West 38th Avenue, Suite 400
Wheat Ridge, Colorado
80033-9982
Telephone – 303-425-0897**

Cheyenne Office

**3415 Cheyenne St. Unit B
Cheyenne, WY 82001
Telephone-307-432-9968**

**Toll Free - 1-800-854-7054
Website: www.ufcw7.org**

If you should have any questions or wish to file a grievance, contact your Union Representative or come to the Local Union office.

MEMBERS' OATH & OBLIGATION:

I, (your name), pledge to uphold Union principles, to support and participate in the endeavors of this Union. I promise to conduct myself in a manner that will reflect credit upon this organization.



***Kim C. Cordova, President
Kevin R. Schneider, Secretary-Treasurer***

AGREEMENT

Between

ALBERTSON'S, LLC
(ROCK SPRINGS, WYOMING - SERVICE DELI CLERKS)

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, AFL-CIO LOCAL #7, DENVER,
COLORADO

Chartered by the

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION

Term: December 2, 2018 through December 4, 2021

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ALBERTSON'S, LLC ROCK SPRINGS, WYOMING
SERVICE DELI CLERKS AGREEMENT

PREAMBLE:

THIS AGREEMENT is made by and between ALBERTSON'S LLC, hereafter referred to as the "EMPLOYER," and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #7, Denver, Colorado, hereafter referred to as the "UNION."

In consideration of their mutual promises and understanding, the parties to this Agreement agree as follows:

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole collective bargaining representative for all Service Deli Clerks employed by Albertson's, LLC., in the Service Deli Department of its supermarket located at 1323 Dewar Drive, Rock Springs, Wyoming; but excluding office clerical, confidential and professional employees, guards, watchmen, the Service Deli Manager, the Store Director, **two** Assistant Store Directors, other supervisors as defined in the Act, and all other employees.

1.02 All references to employees in this Agreement are intended to include both male and female gender.

ARTICLE 2 - UNION MEMBERSHIP

2.01 Union Security - The following paragraph will only be effective if the Wyoming Right-To-Work Law is repealed.

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement, shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all members covered by this Agreement, and hired on or after its effective date, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

For the purpose of this Article, the execution date of this Agreement shall be considered its effective date.

2.02 Union Security Waiver - The Union Security Clause, as specified above, being presently contrary to the Statutes of the State of Wyoming, is acknowledged by the Employer and the Union as being presently adjudged to be null and void in accordance with said Statutes. However, should such Statutes be repealed or amended so as to permit the Union Security Clause, as set forth above, the Employer and the Union agree they shall put into full force and effect the provisions of Union security, as stated above, making the Union Security Clause effective upon the earliest date permitted by such enabling legislation and/or court action.

2.03 Check-Off - The Employer agrees during the life of this Agreement to deduct from the earnings due to an employee on each pay period of each week, the weekly dues and/or initiation fees as stipulated on the authorization form presented to the Employer. The Employer further agrees to remit such deduction to the appropriate Union Official within thirty (30) days after the first (1st) pay period of each

month. The authorized deduction may be revoked by forty-five (45) days written notice by the employee to the Union and the Employer, upon termination of the employee's employment, or termination of the Agreement. The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands and liabilities which arise out of, or by reason of, any action which shall be taken by the Employer for the purpose of complying with provisions of this Article.

2.04 New Employees - Upon the employment of any new employee within the bargaining unit, the Employer agrees to notify the Union in writing within seven (7) days thereafter of such employment, furnishing the Union with the following information: the employee's name, residence address, location of employment, the date of starting work, rate of pay and social security number. The Union agrees to furnish suitable forms and a stamped, addressed envelope for this purpose. **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.**

ARTICLE 3 - DISCHARGE

3.01 Discharge - The Employer agrees not to discriminate against any employee and/or discharge him or her because of membership or non-membership in the Union; and further, no non-probationary employees shall be discharged without just cause. Additionally, only non-probationary employees may pursue discipline, discrimination, or discharge grievances under Article 18.

ARTICLE 4 - SENIORITY

4.01 Seniority per individual store shall apply to only layoff, and rehiring attending a reduction in the number of the work force and provided merit and ability of the employees are equal. All employees shall accrue seniority dating from the date of their employment, but shall be probationers without seniority, for the first sixty (60) days during which time an employee may be terminated for any reason and shall have no recourse to the grievance or arbitration procedures set forth in this Agreement concerning such termination. Seniority is defined as length of continuous employment with the Employer.

4.02 Seniority per individual store shall terminate upon:

- a. Severance of employment.
- b. Failure to return to work in accordance with the terms of a leave of absence.
- c. Layoff in excess of one hundred eighty (180) days. For employees hired after November 5, 1998, seniority shall terminate upon layoff in excess of one hundred twenty (120) days.
- d. Failure to report to work within seventy-two (72) hours after recall commencing upon receipt by the employee of such notice by registered mail.

4.03 In application of seniority, the least senior employees shall be the first laid off. Rehiring shall be achieved in inverse order.

4.04 Bargaining unit seniority lists shall be provided to the Union on no more than two (2) occasions during the calendar year, upon request by the Union.

ARTICLE 5 - EXPERIENCE

5.01 For the purpose of computing months of experience, one hundred seventy-three and one-third (173 1/3) hours of employment in a retail store shall be counted as one (1) month of experience, provided that no employee shall be credited for more than one hundred seventy-three and one third (173 1/3) hours of experience in any one (1) calendar month.

5.02 In applying Section 5.02 of this Agreement of 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 with 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.**

5.03 The parties recognize and agree that the classifications of Journeyperson in this Agreement require skill, knowledge, experience and ability which can only be acquired by training and work on the job in a retail food store under the direction and supervision of an Employer.

Accordingly, provision is made in this Agreement for advancement through apprenticeship classifications on the basis of actual hours worked for an Employer and apprentices will be promoted upon satisfactory completion of the period of employment training set forth in this Agreement.

5.04 If, when an employee in an apprentice classification is due to be advanced on the basis of his actual hours of work experience, as set forth in Appendix "A" hereto, the Employer determines that the employee has not made sufficient progress in the acquisition of knowledge, skill, experience and ability to justify an increase to the next higher wage classification, the Employer can, in lieu of termination and with prior written consent of the Union, continue such employee at his existing rate of pay for a period of up to two hundred sixty (260) hours, to give the employee an opportunity to improve his performance. At the end of such two hundred sixty (260) hours the employee must either be advanced to the next higher wage classification or be terminated, if such termination is justified under the terms of this Agreement.

ARTICLE 6 - SCHEDULES, WORKWEEK, OVERTIME, AND PREMIUMS

6.01 Posting of Work Schedules - On or before **12 noon**, on Friday, the Employer agrees to post the work schedule for the following calendar week for all employees. There will be no changing of the work schedule except in the case of an emergency. Any changes in the work schedule will be reflected on the posted schedule at the time the change is made. Requested days off must be made in writing by Tuesday for the next week's work schedule.

6.02 Reporting Pay - Employees reporting to work who have not received notice prior to reporting for work that he or she is not to report for work, unless such prior notice is precluded by emergency beyond the control of the Employer, shall be guaranteed not less than three (3) hours of employment, or three (3) hours pay in lieu thereof. In any event, if an employee does not receive such notice before arriving at work as scheduled, he shall receive the guarantee set forth herein.

No split shifts shall be required.

6.03 Basic Workweek and Workday - The basic straight-time work week shall consist of forty (40) hours to be worked in five (5) eight (8) hour days, Sunday through Saturday.

6.04 Basic Holiday Workweek - Time worked in excess of thirty-two (32) hours in any calendar week in which any of the contract holidays, other than the employee's Birthday Holiday or Personal Holidays, occur, shall be compensated for at one and one-half (1 1/2) times the employee's basic or straight-time hourly rate of pay. Time worked or not worked on a holiday shall not be included in computing work in excess of thirty-two (32) hours in a holiday week.

6.05 The basic straight-time workday shall consist of eight (8) hours, to be worked within nine (9)

consecutive hours, with an uninterrupted time off for a meal period at approximately the middle of the workday.

There shall be a minimum of ten (10) hours off between scheduled shifts, except when an employee voluntarily waives this ten (10) hours, or in emergency. Any hours involuntarily worked without ten (10) hours off will be paid at the overtime rate until the ten (10) hours has elapsed.

The company will use its best efforts to give employees at least one (1) hour notice if an employee is required to work beyond the end of their scheduled shift.

6.06 Overtime - Overtime is defined as hours worked in excess of eight (8) on a given day or forty (40) in a given week. Overtime work shall be paid for at one and one-half (1 1/2) times the employee's hourly rate of pay.

6.07 Sunday Premium - Employees shall receive one and one-half (1 1/2) times the regular straight-time hourly rate for hours worked on Sunday. Employees hired on or after May 1, 2005 shall not be eligible for Sunday premium.

6.08 There shall be no compounding or pyramiding of overtime and/or any premium pay, and only the highest applicable rate shall be paid.

6.09 Notwithstanding any other provisions of this Agreement, nothing contained herein shall be construed to establish a guaranteed workday or workweek.

6.10 Meal Periods - All hours of work shall be consecutive except for meal periods which shall be not less than one-half (1/2) hour nor more than one (1) hour. No employee shall be required to work more than five (5) hours without a meal period. If an employee does not want a meal period when he is scheduled for a five (5) to six (6) hour shift, he should inform the Store Director in writing so the Store Director will have it on file prior to the preparation of schedules. The written request will be considered and honored if scheduling and business needs permit it. Meal periods, if given, will be scheduled approximately in the middle of each shift that exceeds five (5) hours, unless otherwise agreed to by the employee and Store Director. Employees scheduled for a daily shift of five (5) hours or less shall not be required to take a meal period.

6.11 Rest Periods - **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.**

6.12 Free Work Prohibition - It is intended that there shall be no "free" or "time- off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline, which may include termination.

6.13 The Employer and an employee may agree to establish a weekly work schedule consisting of four (4) ten (10) hour days. The Employer is not required to establish such work schedule, and if it chooses to do so, it is not required to schedule such schedule continuously for any minimum period beyond one (1) week. Employees working such schedules shall be entitled to daily overtime after the 10th hour rather than the 8th. Employees working such schedules shall be entitled to any sick pay, funeral pay, and other daily pay, except holiday pay, to which they are entitled, based on a ten (10) hour day, but holiday pay shall be based on an eight (8) hour day. Employees working such schedules shall be entitled to any night or Sunday premium to which they are entitled based on a ten (10) hour day. Employees working such schedules shall be entitled, under Article 6.11, to two (2) breaks of fifteen (15) minutes.

ARTICLE 7 - WAGES

See Appendix "A."

ARTICLE 8 - HOLIDAYS

8.01 Non-probationary employees hired on or before April 30, 2005, shall be paid for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	

Non-probationary employees hired on or after May 1, 2005 shall be paid for the following holidays: Labor Day, Thanksgiving Day and Christmas Day. Effective in 2017 and continuing thereafter, employees hired on or after 5/1/05 shall also be paid for Memorial Day. Effective in 2018 and continuing thereafter, employees hired on or after 5/1/05 shall also be paid for the Fourth of July.

8.02 Non-probationary employees shall receive their birthday as a paid holiday. Employees shall give the Employer a fifteen (15) day written notice prior to their birthday. The birthday shall be observed within fifteen (15) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the above holidays, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

8.03 Employees hired on or before April 30, 2005, effective January 1, 1992, after each employee's first year of employment, there shall be two annual Floating Holidays paid on a calendar year basis. Employees hired on or after May 1, 2005, after two years of service, shall be entitled to one (1) personal holiday, two (2) personal holidays after three years of service, and three (3) personal holidays after four years of service. The employee must make a written request to the Store Director for the Floating Holiday at least fourteen (14) days before it is to be taken. A Floating Holiday is a day off with regular straight-time rate of pay on a day mutually agreed to by the Store Director and employee, as computed in accordance with this Article. In cases of conflict, floating holidays will be scheduled by seniority, provided all requirements for submitting a proper request have been met. In the event an employee fails to schedule his personal holiday by October 1 of the calendar year, the Employer will select a date and schedule such employee for his remaining personal holidays for that year.

8.04 For non-probationary employees hired on or before April 30, 2005, work performed on any of the above seven (7) holidays by regular full-time and part-time employees shall be paid for at one and one-half (1 1/2) times the employee's regular straight-time hourly rate. For non-probationary employees hired on or after May 1, 2005, when a holiday is worked, the employee shall be paid one dollar (\$1.00) per hour worked in addition to the holiday pay provided herein. This shall be paid in addition to any holiday pay due. All regular employees will be paid for the holiday if not worked. A regular employee will be a person who has worked at least thirty (30) days. Employees must work their first scheduled workday preceding and following a holiday, and work the holiday itself if scheduled or be excused by the Employer in order to be eligible for holiday pay. In any event, in order to be eligible for holiday pay, employees must earn pay for work actually performed during the week in which such holiday occurs, except when on paid vacation and when receiving sick leave pay.

8.05 Employees who have worked, on average, from twenty (20) to thirty-five (35) hours a week in the preceding four (4) weeks will be paid pro rata holiday pay based on a ratio of average hours worked

during such period to a forty (40) hour workweek. Any employee who averages thirty-five (35) hours a week or more over such period will be paid for a full day.

8.06 Holiday work and work after 6:00 p.m. on Christmas Eve shall be voluntary. In the event insufficient volunteers are found, the Employer may schedule employees in inverse order of seniority, provided there is a proper mix of employees. The Employer may operate its stores at its sole discretion on any of the holidays recognized in this Agreement. The Employer will staff on Thanksgiving Day and Christmas Day by a voluntary sign-up list. To the extent the Employer does not receive sufficient volunteers in a store, the Employer may schedule by inverse seniority. The Employer will not schedule any eight-hour shifts on Thanksgiving or Christmas Day unless the Employer and an employee agree to that length of a shift.

ARTICLE 9 - VACATIONS

9.01 Employees hired on or before April 30, 2005 who regularly work eighteen (18) hours or more a week and who have worked for a continuous period of one (1) year from the date of employment, shall receive a paid vacation of one (1) week; those who have worked for the Employer for a continuous period of two (2) years from the date of employment shall receive a paid vacation of two (2) weeks; those who have worked for the Employer for a continuous period of eight (8) years from the date of employment shall receive a paid vacation of three (3) weeks; and those who have worked for the Employer for a continuous period of fifteen (15) years from their date of employment shall receive a paid vacation of four (4) weeks. Employees hired on or after May 1, 2005 who have worked one thousand forty (1,040) or more hours in their anniversary year, shall receive one (1) week paid vacation after one (1) year of continuous service, two (2) weeks paid vacation after three (3) years of continuous service, and three (3) weeks paid vacation after eight (8) years of continuous service, **and four (4) weeks' paid vacation after twelve (12) years' continuous service.** Vacation pay will be based on the average number of hours worked in the preceding anniversary year and shall not exceed forty (40) hours per week. For example, if an employee averages thirty (30) hours a week in the prior anniversary year, and has fifteen (15) years seniority, he or she will receive four (4) weeks vacation of thirty (30) hours each.

9.02 All employees who have been on the Albertson's payroll for one (1) year or more, and who are terminated through no fault of their own before accrued vacation converts to earned vacation, shall receive accrued vacation on a pro rata basis, as long as they have averaged eighteen (18) hours a week during the year in which they are terminated.

9.03 If a holiday occurs during an employee's vacation, such employee shall receive an additional day of pay or an additional day off for such holiday.

9.04 The Employer retains the right to determine the number of employees who may be on vacation at any given time. However, in no event shall it be less than two (2) persons per retail bargaining unit and one (1) person per meat (service deli) bargaining unit, except for any week of and the week before a holiday covered under this contract as well as Mother's Day and Valentine's Day, when the Employer may limit the number of people on vacation to no less than one (1) per bargaining unit. If a dispute arises between the employees as to vacation preference, seniority shall govern for a combined group of employees covered by the Retail Clerks Agreement and the Service Deli Clerks Agreement within the department, the classification and store. Any vacation weeks that become available after the posting of such roster shall be offered by seniority within the classification and store.

The Employer will post a notice December 1 of each calendar year, and the employees will sign the roster as to their choice of vacation. This list will remain posted for selection until April 1 of each calendar year. Vacation calendar period commences on May 1 of each year to the last day of April the following year.

Any employee who fails to sign such roster prior to April 1 will be permitted to take vacation at an agreed upon time that will not interfere with the other employees' established vacation period.

When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and Employer.

9.05 Vacation checks shall be issued prior to the commencement of an employee's vacation provided the employee has requested vacation pay fourteen (14) days prior to his scheduled vacation.

9.06 Time missed from work for any reason other than hours paid for vacations, holidays, and sick leave, will not be counted in computing vacation accrual.

9.07 The Employer and the employee may agree that the employee may take vacation in increments of less than one week.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 Leaves of absence for employees employed for a continuous period of three (3) months or more shall be granted without pay for reasonable periods of up to six (6) months by the Employer for reasons of bona fide illness or disability. The six (6) month period may be extended by an additional six (6) months by agreement between the Employer and the employee. Pregnancy shall be treated as a bona fide illness or disability.

10.02 Leaves of absence without pay for reasonable periods not to exceed six (6) months may be granted by the Employer to employees who have completed three (3) months of service for other reasons mutually agreed to between the Employer and the employee. The six (6) month period may be extended by an additional six (6) months by agreement between the Employer and the employee.

10.03 The employee must be qualified to **perform the essential functions of his 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 **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 notice of intent to return to work **and the required doctor's certificate are** received prior to 9:00 a.m. Wednesday of the week preceding the next available schedule.

10.04 All leaves of absence must be requested in writing to the Store Director unless the employee is physically disabled to the extent that such advance request is not possible and shall state: (1) the reason, (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing and a copy shall be given to the employee.

10.05 Subject to the legitimate needs of the business, leaves of absence without pay for Union business not to exceed six (6) months shall be granted by the Employer to employees who have completed one (1) year of service, provided the request is made at least three (3) weeks in advance of the beginning of the leave and another employee in the same store is not already on a Union leave of absence or scheduled to be on a Union leave concurrent with any portion of the period of the requested leave. The six (6) months shall be extended by an additional six (6) months upon request by the Union. The Company shall not unreasonably deny such request.

In the event a specific request cannot be granted, the Union may contact the Company's Director of Labor Relations for discussion of possible alternatives.

10.06 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 **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.

10.07 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 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.

ARTICLE 11 – BEREAVEMENT LEAVE

11.01 Each regular full-time non-probationary employee or regular part-time non-probationary employee (excluding Courtesy Clerks) shall be allowed funeral leave of not more than three (3) regularly scheduled working days off with pay in the event they request such time off in order to make arrangements for and/or attend a funeral, and/or for grieving, occasioned by a death in his immediate family or a person who makes his or her permanent residence with the Associate as part of the family. 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. Funeral leave will be paid only with respect to a workday on which the employee would have otherwise worked, and will not apply to an employee's scheduled day off, holidays, vacations, or any other day on which the employee would not have worked; shall be paid at the employee's regular straight-time hourly rate of pay; and shall not exceed eight (8) hours of pay for any one (1) day of absence or a total of twenty-four (24) hours pay in the event of a death in the employee's immediate family. Funeral leave for regular part-time employees, as defined above, will be prorated upon the employee's average daily hours worked. If an employee is contacted and advised at work that his or her parent, spouse, child, or grandchild has died, he or she will have the remainder of that day off, with pay. Probationary employees shall be allowed not more than three (3) days off without pay consistent with the above. Additional time, without pay, shall be granted as needed by the employee up to seven (7) days for the above defined immediate family as well as for aunts, uncles, nieces, nephews, step-brother, step-sisters, **co-parents, fiancés/fiancées** and grandparent 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.

ARTICLE 12 - SICK LEAVE PAY

12.01 For regular employees hired on or before April 30, 2005 covered by this Agreement who have been in the service of the Employer for one (1) year or more shall accumulate unused sick leave at the rate of one-half (1/2) day per month for each month of continuous employment in which they work ninety-six (96) hours in a four week month and one hundred and twenty (120) hours in a five week month, but not to exceed a maximum equivalent of sixty (60) full days.

Sick leave shall be paid to part-time employees on the basis set forth on a pro rata of total hours worked during the year preceding the anniversary date as a ratio to two thousand eighty (2080) hours.

Employees hired on or after May 1, 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 or 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 (192) hours, and;**
- **on the first (1st) workday' absence if the employee is hospitalized undergoes outpatient surgery, or has accumulated in excess of one hundred ninety-two (192) hours.**

Sick leave must be earned by employment with the Employer, and in no event will it be payable except in the case of a bona fide illness or accident. For employees scheduled forty (40) hours a week, one (1) day of sick leave pay will be computed on the basis of eight (8) hours at the employee's regular straight-time hourly rate of pay.

12.02 Sick leave pay, to the extent it has been earned, shall begin after the employee's second (2nd) full work day's absence for sickness or non-occupations injury, and upon the first (1st) work day of absence if employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of **one hundred ninety two (192) hours.** The waiting period provided herein shall apply for each illness or non-occupational injury.

For Employees hired on or after May 1, 2005, 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 absence due to outpatient surgery. There shall be no retroactive application of this provision.

12.03 Sick leave benefits will be paid only with respect to a work day on which the employee would otherwise have worked, and will not apply to an employee's scheduled day off, holidays, vacation, or any other day on which the employee would not have worked.

12.04 Sick leave pay, to the extent it has been earned, will be integrated with payments under any federal or state workers compensation program, Employer-paid health and welfare, or other disability program to which the Employer contributes, so as not to permit the employee to receive more than his regular weekly pay up to forty (40) hours of pay at the employee's regular straight-time hourly rate of pay for any week in which the employee is off work.

12.05 A doctor's certificate or other authoritative verification of illness or accident may be required by the Employer, and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work. Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, which may include termination except that such certificate may be required before the employee's return to work in situations where the Employer reasonably believes the employee may be disqualified by illness or injury from performing his or her duties.

12.06 Sick leave benefits are not convertible to cash.

12.07 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 9 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.

ARTICLE 13 - HEALTH & WELFARE

13.01 Effective July 1, 1996, the medical benefits, dental, disability, employee life, and accidental death and dismemberment insurance plans of the Albertson's Employee Health and Welfare Trust will apply to employees covered by this Agreement. Employees will be subject to all terms and conditions of the plans, including eligibility requirements, and will be covered by any changes in the plans, including increases in benefits, as these are determined by the trustees of the plans and the law.

13.02 The Employer shall not be required to make any payments to the Montana Retail Store Health and Welfare Trust for hours worked by employees covered by this Agreement in April, May, or June 1996.

ARTICLE 14 - DRUG TESTING

14.01 The Employer may require the employee to submit to a legally recognized drug or alcohol test at the Employer's expense if the Employer has probable cause that an employee is under the effects of alcohol or drugs. An on-the-job accident constitutes probable cause. An employee who tests positive shall be entitled to have a second test performed using a different disclosure method to verify the accuracy of the test results. The Employer will utilize a medical review officer, who is a licensed physician, to review and interpret lab results and communicate with the employee about the results when the officer deems it appropriate to do so. Time spent in such testing shall be on Company time; however, any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the Employer's request. An employee who refuses to take a drug or alcohol test upon request shall be subject to discipline, which may include termination.

ARTICLE 15 – PENSION

15.01 The parties agree to be bound by all the terms and provisions of the Intermountain Retail Store Employees Pension Agreement and Declaration of Trust. The parties further agree to irrevocably designate as their representatives on the Board of Trustees of the Fund such Trustees as are named in said Agreement and Declaration of Trust as representing Employers or the Union, respectively, together with their Successors selected in the manner provided by said Agreement and Declaration of Trust. The parties further agree to be bound by all acts of their respective Trustees performed pursuant to said Agreement and Declaration of Trust.

15.02 Effective in June 1992, based on hours worked in May 1992, and each month thereafter for the remaining term of this Agreement, the Employer agrees to pay twenty-five cents (25¢) per hour, up to a maximum two dollars (\$2.00) per day, ten dollars (\$10.00) per week and forty-three dollars and twenty-five cents (\$43.25) per month for all hours worked by employees. Effective in March 1995, based on February 1995 hours worked, the Employer's contribution will increase to thirty-five cents (35¢) per hour, up to a maximum two dollars and eighty cents (\$2.80) per day, fourteen dollars (\$14.00) per week, and sixty dollars and fifty-five cents (\$60.55) per month for all hours worked by employees. Effective December 1999, based on hours worked in November 1999, the Employer's contribution will increase to forty-five cents (45¢) per hour, up to a maximum of three dollars and sixty cents (\$3.60) per day, eighteen dollars (\$18.00) per week, and seventy-seven dollars and eight-five cents (\$77.85) per month for all hours worked by employees. Effective for hours worked in November 2001, the Employer's

contribution shall increase to fifty cents (50¢) per hour, four dollars (\$4.00) per day, twenty dollars (\$20.00) per week, and eight-six dollars and fifty cents (\$86.50) per month. Effective for hours worked in November 2004, the Employer's contribution shall increase to fifty-five cents (55¢) per hour, four dollars and forty cents (\$4.40) per day, twenty-two dollars (\$22.00) per week, and ninety-five dollars and fifteen cents (\$95.15) per month.

Effective with hours worked in the first full calendar month following ratification, payable the month following, the Employer will increase the hourly contribution by fifteen cents (\$0.15) per hour from fifty-five cents (\$0.55) to seventy cents (\$0.70) for employees hired on or before April 30, 2005. This supplemental contribution is dedicated solely to improving the funding of the pension plan and will not be used to increase benefits. This supplemental contribution shall continue to be made until the earlier of such time the Plan reaches a financial state whereby either: (i) the funding ratio of the plan (actuarial value of assets over actuarial liability) is at least 100%, or (ii) any contribution of the employers would not be deductible for federal income tax purposes in the year in which it is required to be made. However, unless changes are needed to support contribution deductibility, no changes shall be made when the Plan has withdrawal liability.

It is agreed that all contributions made to the Trust shall be made at such time and in such manner as the Trustees may require.

15.03 The Pension Trust Fund shall provide for an equal number of Employer and Union Trustees. It is further agreed that the Pension Plan adopted by the Trustees of said Pension Trust Fund shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to enable the Employer to treat contributions to the Pension Fund as a business deduction for income tax purposes. It is also further agreed that the Pension Trust Agreement and Declaration of Trust and Plan shall be written in conformance with all applicable federal and state laws, so as to be eligible for tax exempt status under the rules and regulations of such Internal Revenue Service.

15.04 Time spent on paid vacations and paid holidays during employment shall be considered as time worked for the purpose of this Article.

15.05 Pension Protection Act.

- (i) As a result of the Plan's having been certified and being in critical status beginning with the Plan Year commencing September 1, 2011, the Plan's Trustees adopted a Rehabilitation Plan that includes the Preferred Schedule attached as Exhibit B hereto. The bargaining parties agree and understand that the Employer's obligation to make supplemental pension contributions in addition to the base contribution rates specified in Section 15.02 of this Agreement shall be limited to the contribution rates required in the Preferred Schedule attached as Exhibit B.
- (ii) The supplemental contributions required by the Preferred Schedule shall be effective bargaining with hours worked in the first month that begins after ratification of the Agreement.
- (iii) In no event shall any contribution increases be required during the term of this Agreement as a result of annual updates or other changes to the Rehabilitation Plan and its schedules.
- (iv) The contributions provided for under the Preferred Schedule shall be dedicated solely to improving the funding of the Plan, and shall not be used to increase or improve benefits.
- (v) The Plan's Trustees are authorized and directed to reduce Plan benefits as provided in the Preferred Schedule attached as Exhibit B.

15.06 With the 2015 to 2018 agreement, the parties adopted the Updated Rehabilitation Schedule for Non-Montana Clerk Contracts issued by the Trustees in May, 2015. The Updated

Rehabilitation Schedule is attached hereto as Exhibit C. The bargaining parties agree and understand that the Employer's obligation to make supplemental pension contributions in addition to the base contribution rate shall be limited to the total hourly contributions rates listed therein.

Exhibit B

Hired on or Before 4/30/05

	Base	Special	Rehab	Total Rate
Effective August 2012	55 cents	15 cents	5 cents	75 cents
Effective August 2013	55 cents	15 cents	10 cents	80 cents
Effective August 2014	55 cents	15 cents	15 cents	85 cents

Hired After 4/30/05

	Base	Special	Rehab	Total Rate
Effective August 2012	55 cents	0 cents	9 cents	64 cents
Effective August 2013	55 cents	0 cents	17 cents	72 cents
Effective August 2014	55 cents	0 cents	25 cents	80 cents

Exhibit C

Category	Base Rate	Aug 2015 hours (Increase from previous year)	Aug 2016 hours (Increase from previous year)	Aug 2017 hours (Increase from previous year)	Aug 2018 hours (Increase from previous year)
Hired on or Before 4/30/05	55 cents	97 cents (+ 12 cents)* (21.7%)	\$1.09 (+ 12 cents) (21.7%)	\$1.09 (+12 cents) (21.7%)	\$1.21 (+12 cents) (21.7%)
Hired After 4/30/05	55 cents	96 cents (+ 16 cents)* (4 cents+ 21.7%)	\$1.11 (+ 15 cents) (3 cents+ 21.7%)	\$1.26 (+15 cents) (+3 cents+ 21.7%)	\$1.38 (+12 cents) (0 cents+ 21.7%)

*Amount Retroactively Due for hours worked beginning 8/1/2015 through the date the updated RP contributions begin: 9 cents per hour.

Rock Springs, WY Clerk Contract - hired before 5/2005

The following per hour employer contribution rates (subject to the 8 hour per day, 40 hour per week and 173 hour per month maximums) shall apply:

Effective for hours worked on or after:	Hourly Contribution Rate							Total
	Base / Benefit Bearing	Clerk Special	Year	Rehabilitation Plan			Cumulative Increases	
				Annual Requirement (a) Increase	Annual Requirement (b) Increase			
10/1/1996	0.55	-	N/A	N/A	N/A	N/A	0.55	
10/1/2001	0.70		N/A	N/A	N/A	N/A	0.70	
4/1/2005	0.95	0.15	N/A	N/A	N/A	N/A	1.10	
8/1/2012	0.95	0.15	(1)	0.09	N/A	0.09	1.19	
8/1/2013	0.95	0.15	(2)	0.09	N/A	0.18	1.28	
8/1/2014	0.95	0.15	(3)	0.09	N/A	0.27	1.37	
8/1/2015	0.95	0.15	(4)	0.21	N/A	0.48	1.58	
8/1/2016	0.95	0.15	(5)	0.21	N/A	0.69	1.79	
8/1/2017	0.95	0.15	(6)	0.21	N/A	0.90	2.00	
8/1/2018	0.95	0.15	(7)	0.21	N/A	1.11	2.21	
8/1/2019	0.95	0.15	(8)	0.38	N/A	1.49	2.59	
8/1/2020	0.95	0.15	(9)	0.38	N/A	1.87	2.97	
8/1/2021	0.95	0.15	(10)	0.38	N/A	2.25	3.35	

The following per hour employer contribution rates (subject to the 8 hour per day, 40 hour per week and 173 hour per month maximums) shall apply:

Effective for hours worked on or after:	Base / Benefit Bearing Clerk Special		Hourly Contribution Rate Rehabilitation Plan				Cummulative Increases	Total
			Year	Annual Requirement	Annual Requirement			
				(a) Increase	(b) Increase			
5/1/2005	0.48	-	N/A	N/A	N/A	N/A	0.48	
8/1/2012	0.48	-	(1)	0.05	0.04	0.09	0.57	
8/1/2013	0.48	-	(2)	0.05	0.03	0.17	0.65	
8/1/2014	0.48	-	(3)	0.05	0.03	0.25	0.73	
8/1/2015	0.48	-	(4)	0.10	0.04	0.39	0.87	
8/1/2016	0.48	-	(5)	0.10	0.03	0.52	1.00	
8/1/2017	0.48	-	(6)	0.10	0.03	0.65	1.13	
8/1/2018	0.48	-	(7)	0.10	N/A	0.75	1.23	
8/1/2019	0.48	-	(8)	0.19	N/A	0.94	1.42	
8/1/2020	0.48	-	(9)	0.19	N/A	1.13	1.61	
8/1/2021	0.48	-	(10)	0.19	N/A	1.32	1.80	

ARTICLE 16 - NO DISCRIMINATION

16.01 No employee shall be discriminated against by the Employer for upholding lawful Union principles or engaging in lawful activities of the Union. The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination against any employee because of such person's race, religion, color, national origin, disability, sex, sexual orientation, or age.

16.02 The Union agrees that it will not discriminate against the Employer, the Employer's goods, products or services, or other employees not members of the bargaining unit.

16.03 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.

Bargaining Note: If issues arise involving alleged unlawful harassment or discrimination by members of management, the Union President or her designee may bring the issue(s) directly to the Company's Director of Labor Relations, and the parties will meet to discuss the issues and attempt in good faith to resolve them.

ARTICLE 17 - GENERAL CONDITIONS

17.01 Store Meetings - Time spent attending required store meetings shall be paid at the employee's regular hourly rate of pay, whether during the shift or before or after the shift, and shall be considered working time, but shall not be subject to reporting pay, continuous shift and other restrictions of the Agreement. Overtime rate will be paid if the hours are subject to overtime requirements of the Agreement.

17.02 Uniforms - Uniforms or other special wearing apparel not suitable for street or general wear shall not be required unless furnished by the Employer; and except where the garment is of a permanent press material, the Employer shall pay for the laundering.

17.03 Union Visitation - The authorized Union representative with appropriate credentials from the

Union shall be permitted to interview employees concerning Union business during the hours of work if such interview does not unreasonably interfere with the employee's work, but time taken for such interview in excess of five (5) minutes shall not be on the Employer's time. Said authorized Union representative shall notify the Store Director or Director in charge, of his presence on the premises. The Store Director, or Director in charge, shall reasonably accept and agree to the President or authorized Union representative's notification unless such interview shall unreasonably interfere with the operation of the business. While in the store, Union representatives shall conduct themselves professionally and shall not engage in any abusive, disruptive, or threatening conduct.

17.04 Union Store Cards - Upon execution of this Agreement, the Union agrees to provide a Union Shop Card to the Employer, and the Employer agrees to display said Union Shop Card in a conspicuous place in the store. The Union Shop Card may be withdrawn by the Union only if the Employer refuses to comply with a final decision of an Arbitrator determined in accordance with the terms of the Agreement, including the grievance and arbitration procedure.

17.05 Bulletin Board - The Employer agrees to provide a suitable space in the rest area of each store for the posting of Union notices. The Union and employees shall honor all lawful Employer policies concerning solicitation or dissemination of documents on Employer premises and shall not disseminate documents in working areas. Any material posted or disseminated will not disparage Albertson's, including Albertson's management. If an arbitrator determines that the Union has posted or disseminated disparaging information on the Employer' premises, the arbitrator shall order the Union to cease and desist.

17.06 When an employee is involved in a disciplinary interview where the probable result of such interview will be the imposition of disciplinary action, the Employer will respect any lawful rights of the employee to Union representation.

17.07 Store Closing - The Company will not challenge any unemployment claim of employees, provided there is no dispute that the employee engaged in conduct prior to the store closure that would have resulted in the employee's termination, even if the Company discovers information leading to the dispute after the store closure.

The Company agrees to provide employees whose employment is terminated with a letter stating the following: To Whom it May Concern: This shall confirm that _____ was employed by Safeway/Albertsons in our (city, state) store from _____ to _____ (year) in the position(s) of _____. Mr./Ms. last straight-time hourly wage rate was \$_____. Mr./Ms. _____ employment was terminated effective _____ (year) as a result of the Company's decision to close the (city, state) store for business reasons.

ARTICLE 18 - GRIEVANCES AND ARBITRATION

18.01 Any complaint, disagreement, or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, including retaliatory scheduling of employees by the Store Director, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

18.02 Before filing a grievance, any employee or the Union will schedule a grievance meeting away from the sales floor which can include a conference call at a mutually convenient time to be conducted during scheduled working hours between store management and either the Union Representative and/or the Steward, and/or the aggrieved employee, unless the Employer is unable or unwilling to meet.

The parties shall make an earnest effort to resolve grievances through the following procedure. Any employee or the Union may present a grievance. Any grievance involving termination or discharge of an employee must be filed within ten (10) days from the date of termination or discharge, disciplinary

suspension, or improper layoff or recall. Any grievance involving any other matter must be filed within thirty (30) days following the event giving rise to such a grievance. Grievances not filed within these time limitations shall be forfeited and waived by the aggrieved parties; however, if the Employer, through a clerical error, fails to grant apprentice progression wage increases when due, such increase will be adjusted retroactively for up to ninety (90) days from the time of filing of a grievance with the Employer about such failure. The Union and Employer representatives must attempt to resolve the grievance before the grieving party may request an arbitration panel.

18.03 All grievances, to be arbitrable, must reasonably allege a specific violation of an express provision of the Agreement, and must clearly set forth all the known specific facts that form the basis of the grievance. All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.

18.04 In addition to the pre-grievance meeting described in 18.02. the Union Representative and the Employer Labor Representative shall discuss and attempt to adjust such grievances by holding a monthly settlement meeting by telephone conference.

If the issuance of a verbal/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/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.

18.05 If the Union and Employer Representative do not reach an adjustment within thirty (30) days of when the grievance is filed, the grieving party will request an arbitration panel of eleven (11) potential arbitrators, drawn from the following geographic areas: Washington, Oregon, Colorado, Utah, Idaho and Montana.

Money damages for grievances with the potential for backpay that are not arbitrated within six (6) months of the event giving rise to the grievance shall be limited to six (6) months of pay, unless the reason the grievance is not arbitrated within six (6) months is the sole responsibility of the Employer, or is due to circumstances outside the control of the Grievant or Union.

The parties specifically agree that the actual hearing shall be scheduled as soon as possible and shall occur as soon as possible - as early as sixty (60) days, but no later than within six (6) months from the date the grievance was filed. The parties can extend the six (6) month hearing deadline by mutual agreement. The arbitrator must render his decision within thirty (30) days of the close of hearing.

18.06 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigations as he deems essential to a full understanding and determination of the issues involved.

18.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend or involve an issue or contention by either party which is contrary to any provision of this Agreement, or that involves the determination of a subject or matter not covered by or arising during the term of this Agreement.

18.08 The findings, decision and awards of the Arbitrator on all arbitrable questions shall be in writing and shall be final and binding on the Employer and the Union.

18.09 The expense of only the impartial arbitrator (which does not include room expense or any other expense not billed by an arbitrator) shall be equally borne by the parties.

ARTICLE 19 - NO STRIKE LOCKOUT PROVISIONS

19.01 It is mutually agreed that there shall be no work stoppage, sympathy strike, corporate campaign activity, picketing or lockout or other economic action by either party throughout and during the term of this Agreement.

19.02 Various moneys from Local No. 7 are paid to UFCW International Funds. The Local does not control such funds. Consequently, the UFCW International Union's use of those funds for corporate campaign purposes will not be a violation of this Agreement.

ARTICLE 20 - SEPARABILITY

20.01 If the highest court having jurisdiction in the matter in its final decision interprets any applicable law of the United States or the state covered by this Agreement in a manner so as to bring any provision or section of this Agreement into conflict with said law, such conflicting provision or section of this Agreement, and such provision or section alone, shall then be open for further negotiation between the parties hereto for the purpose of reconciling the conflicting provision or section with the said law as affected by such decision.

ARTICLE 21 - MANAGEMENT RIGHTS, MINIMUMS, AND JUST DISCHARGE

21.01 All management rights not specifically limited by this Agreement shall continue to rest exclusively with the Employer, including but not limited to, the right to schedule and direct the employees and to discipline or discharge with some reasonable foundation for its support. Store Director and Assistant Director can issue discipline in all departments, but Department Managers only within their respective departments. All Company benefits that may be provided over and above the requirements of this Labor Agreement, whether to an individual employee or to a department, shall continue to be at the discretion of the Employer both as to the granting and withdrawal; provided, however, regular straight-time hourly rates increased above contractual minimums will not be reduced during the life of this Agreement.

The Company retains the right to develop, implement and establish a Bonus Plan for Department Managers at its sole discretion including the right to determine bonus amounts, payment criteria, measurements and the right to make changes and modifications to the program including termination of the program. The Union will withdraw with prejudice all grievances related to the Company's department manager bonus program.

ARTICLE 22 - REPORTING ACCIDENTS

22.01 Any employee involved in a work-related accident shall immediately report such accident and any physical injury sustained (if immediately known to employee) and provide such information that the Employer requires related to such accident. Failure to report an accident or to observe the Employer's rules and regulations concerning safe work practices may be a basis for discipline.

ARTICLE 23 - JURY DUTY

23.01 Albertson's will pay to non-probationary employees who regularly work twenty (20) hours or more per week, the difference between the juror's service fee and straight-time wages lost (computed as average of previous four weeks pay) while an employee is a juror. If the jury duty exceeds fifteen (15) regularly scheduled days in a 12-month period, the employee may take vacation pay or excused time off without pay. Albertson's does not compensate employees who sit on a Grand Jury.

Jury duty is subject to the following conditions:

- 1) If you are called for jury duty and then excused from such duty during your scheduled

shift, you must return to work to complete your normal work shift. However, if you have served and been compensated for at least eight (8) hours jury duty, you shall be excused from completing your shift.

- 2) No employee who reports back to his/her shift after being excused from jury duty shall be required to work in excess of ten (10) hours, less the number of hours for which he/she served and was compensated for by the court for jury duty that day.
- 3) If you are not called for jury duty on a scheduled work day, you are expected to report to work as scheduled.
- 4) Albertson's may require a statement from the court certifying attendance and compensation.

ARTICLE 24 - EQUITABLE WORK OPPORTUNITIES

24.01 In order to insure equitable work opportunities and efficient store operations;

- 1) Exempt managers and non-unit employees can perform work normally assigned to unit employees as they have done in the past.
- 2) In line with past practices, unit employees may work in different departments or classifications during their shifts as business needs require, and may be scheduled to work in a different department for example, when that department is short staffed because an employee is on a scheduled or personal day off, has quit, is on vacation, holiday, or leave of absence, etc. or otherwise when an employee in a department is unwilling or unable to do the work (e.g., too busy).
- 3) All pending work assignment grievances to be dropped by Union as, part of ratification.

ARTICLE 25 - JOB STEWARDS

25.01 The Employer recognizes the right of the Union to designate no more than three (3) job stewards per store for both bargaining units (Clerk and Deli). It is agreed that there will be no discrimination against such employees by reason of their selection as stewards. However, such employees selected shall perform their steward duties so as to not neglect normal work assignments, and shall act in accord with Article 17.03. Stewards shall not be authorized to settle any grievances or enter into any understanding contrary to this Agreement, nor shall they make any interpretation contrary to the Union interpretation of any Agreement clause. The store manager will be advised in writing by the Union of the names of stewards.

25.02 Up to three stewards per store shall not be scheduled to work past 6:30 p.m. one day per month in order to attend monthly Union meetings. The Company agrees to adjust the Union Stewards' work schedule to allow them to attend an annual Union Stewards' conference, provided:

1. The store is given ninety (90) days advance notice.
2. No more than two such stewards shall be from the same department (the store may allow a third steward from the same department time off if business needs permit).

ARTICLE 26 - SAFETY

26.01 **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.

26.02 The Company agrees that, when required by its safety program or applicable law, it is obligated to provide the following safety items (not all inclusive):

- 1) Appropriate Personal Protective Equipment (PPE) as outlined in the 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.

26.03 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 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.

26.04 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.

26.05 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 meetings with all Safety Committee members.

26.06 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.

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.

ARTICLE 27 - TECHNOLOGICAL CHANGES

27.01 The parties recognize that a well-trained and technologically proficient 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 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 the following:

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 that 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.

- 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.

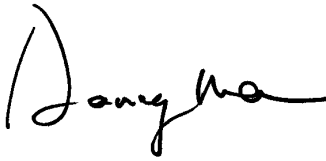
ARTICLE 28 - TERM OF AGREEMENT

28.01 The provisions of this Agreement shall become effective **December 2, 2018** and shall remain in full force and effect through **December 4, 2021** and shall continue from year to year thereafter unless one of the parties hereto, not less than sixty (60) days prior to its expiration date or any anniversary thereafter, shall serve notice in writing upon the other party. If such notice is served by either party hereto, this Agreement shall terminate upon its expiration date.

Signed this 2nd day of February, **2021**.

ALBERTSON'S LLC

UFCW LOCAL NO. 7, DENVER
COLORADO, AFL-CIO, Chartered by
the UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION.



By
Danny Ma
VP, Labor Relations



By
Kim C. Cordova
President
UFCW Local 7

Date 1/21/21

Date 2/2/2021

APPENDIX "A"
ROCK SPRINGS SERVICE DELI

	ABS 7/23/17	12/2/18	12/1/19	12/6/20	
Service Deli Clerk					
0-1040 hrs.	\$10.06	10.25	10.35	10.50	
1041-2080 hrs.	\$10.26	10.50	10.60	10.75	
2081-3120 hrs.	\$10.47	11.00	11.10	11.25	
3121-4160 hrs.	\$10.68	11.25	11.35	11.50	
4161-5200 hrs.	\$10.89	11.50	11.60	11.75	
5201-6240 hrs.	\$12.10	12.25	12.35	12.50	
6241-7280 hrs.	\$13.31	13.50	13.60	13.75	
7281-7800 hrs.	\$13.52	14.00	14.10	14.50	
Thereafter	\$14.10	14.50	14.85	15.20	

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

Demotions, Step Downs and layoffs

An employee who is demoted, steps down, or who is laid off in accordance with this Agreement, shall be placed back into the same wage schedule in which the employee was working immediately prior to their assignment into management or promotion into the classification from which they are being demoted, stepping down or laid off. In determining the proper progression level for an employee demoted, stepping down, or laid off from a classification with a higher “thereafter” hourly rate to a classification with a lower “thereafter” hourly rate, such affected employee shall be placed in the appropriate progression level in the rate schedule referenced in this paragraph based on their experience in the newly assigned classification, regardless of whether such assigned rate results in a reduction in hourly rate. In determining prior experience hereunder, the Employer will give recognition to the verified number of hours of actual work experience in the same classification which said employee may have performed for the Employer and the verified number of hours of actual work experience on a comparable job which said employee may have performed within the previous ten (10) years for any other employer in a similar retail grocery operation. **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.**

Promotions, new hires and new entrants into the bargaining unit

Employees who are promoted to a different classification shall not receive a reduction in their hourly rate of pay if when promoted to such classification they are being paid an hourly rate of pay greater than the minimum, unless they are above the “thereafter” hourly rate in which case they will immediately be paid the “thereafter” hourly rate. 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 1,040 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.**

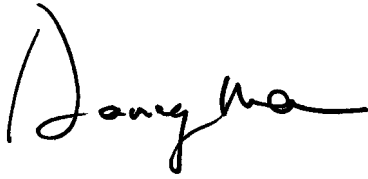
LETTER OF AGREEMENT – MINIMUM WAGE

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.

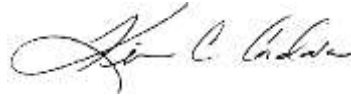
IN WITNESS WHEREOF, the parties hereto have executed this "Letter of Agreement" to be effective on the _____ 2nd _____ day of _____ February _____ 2021.

ALBERTSON'S LLC

**UFCW LOCAL NO. 7, DENVER
COLORADO, AFL-CIO, Chartered by
the UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION.**



By
Danny Ma
VP, Labor Relations



By _____
Kim C. Cordova
President
UFCW Local 7

Date 1/21/21

Date 2/2/2021

LETTER OF UNDERSTANDING 1 - STORE #342

Albertson's will continue to take the seniority, availability, experience, merit and ability of its service deli employees into account in writing its weekly schedules. Albertson's commits that if Local No.7 notifies Albertson's Labor Relations Department of improper favoritism in scheduling employees, such scheduling will be resolved for the future. If the scheduling remains unresolved, Albertson's and Local No.7 will have a telephone conference within five days of receipt of written notice provided by Local No.7. In the telephone conference, the parties' positions shall be explained, the scheduling shall be re-examined, and, if necessary, any improper favoritism will be corrected. In no event, however, are the terms and conditions of this Letter of Understanding grievable or arbitrable.

IN WITNESS WHEREOF, the parties hereto have executed this "Letter of Understanding" to be effective on the 25th day of April, 2017.

ALBERTSON'S, LLC

UFCW LOCAL NO. 7, DENVER
COLORADO, AFL-CIO, Chartered by
the UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION.

By: s/s Danny Ma

By: s/s Kim C. Cordova

LETTER OF UNDERSTANDING 2 - STORE #342

Letter of Understanding made by and between ALBERTSON'S, LLC and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO.7 regarding the parties' good faith working relationship and policy to encourage ADR, as follows:

As evidence of a good faith working relationship between UFCW Local 7 and Albertson's, and for the purpose of encouraging Alternative Dispute Resolution (ADR), Local 7 agrees to counsel any employee with a complaint(s) and/or allegation(s) of illegal employment discrimination or violation of other state or federal law of Local 7's policy to address and resolve such issues through utilization of the collective bargaining agreement grievance process. Local 7 will counsel any employee with such a complaint that the employee also may have rights under applicable civil rights and/or other laws enforced by state and federal agencies and that the employee can exercise his/her discretion to utilize either, or both, processes.

ALBERTSON'S LLC

UFCW LOCAL NO. 7, DENVER
COLORADO, AFL-CIO, Chartered by
the UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION.

By: __s/s Danny Ma_____

By: __s/s Kim C. Cordova _____

LETTER OF UNDERSTANDING - Employee Buyout

The Employer, at its discretion, may establish a buyout program as follows:

1. Employees with ten (10) or more years of service who elect this buyout by a date determined by the Employer and who work through their release date:
 - \$500 per year of service - Part-time employees
 - \$1,000 per year of service - Full-time employees
2. Employer retains the right upon notification to the Union to:
 - establish offer dates and release dates
 - terminate or extend the program
 - require employees to sign a waiver and release
 - limit the maximum payout under this program to any employee to 20 years of service
3. The Employer may limit, by bargaining unit, the number of employees who can take this buyout at each store or facility. If more employees elect the buyout than permitted, employees will participate by seniority.
4. Program not subject to the Grievance and Arbitration Procedure.

IN WITNESS WHEREOF, the parties hereto have executed this "Letter of Understanding" to be effective on the __25th__ day of ___April_____, **2017**.

ALBERTSON'S LLC

UFCW LOCAL NO. 7, DENVER
COLORADO, AFL-CIO, Chartered by
the UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION.

By: __s/s Danny Ma_____

By: __s/s Kim C. Cordova _____

Bargaining Notes

Arbitrations, Vacation

The parties acknowledge that the following grievances were arbitrated before James E. Reed in 1995:

1. Marianne Gordon
2. Joan McClaren
3. Barbara Liddle
4. Rick Johnson
5. Lorrie Fitzgerald

The following confirms the parties' past practice in the following respects:

1. Article 3.01 of the Agreement shall not be interpreted to require "just cause" for (at a minimum) non-disciplinary demotions or transfers of employees covered by the Agreement.
2. Article 6.08 of the Agreement, and related provisions, shall be interpreted consistent with the Agreement's express language and Albertson's historic interpretation, in which Albertson's has not compounded or pyramided premium and overtime pay.
3. Articles 9.01 of the Agreement will be interpreted consistent with Albertson's past practice. Under Article 9.01, employees who have worked on average less than 40 hours but 18 hours or more during the preceding anniversary year will receive pro-rata vacation pay based on the average number of hours paid during the preceding anniversary year. Employees who have worked on average 40 hours or more during the preceding anniversary year will receive a paid vacation consistent with Article 9.01.
4. Article 12.03 of the Agreement shall be interpreted consistent with Albertson's historic interpretation and the Agreement's express language, in which Albertson's will not pay sick pay for days on which an employee would not have worked (such as days when the store has been closed).

Scheduling Book

The scheduling book will be available to associates except when a new schedule is being written. The first priority for request time off the schedule will be for medical or serious personal reasons. The second priority will be relative seniority, in case of conflict over requested time off. The book will contain a note as follows:

If you wish to keep the reason for your requested time off private, just put "confidential" as the reason and then speak with your supervisor about it.

Payroll Checks

Payroll checks will be provided to the workers in an envelope from the Employer that can be reused by the Employer (employers must return the envelope to the Employer immediately after having received their payroll checks).

Joint Labor Management Committee

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 parties agree to establish a Joint-Labor Management Committee to consider the Union's proposal of Industry Credit.

ABC CHECK OFF AGREEMENT

AGREEMENT

between

ALBERTSON'S, LLC

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 7

The above-named parties hereby agree as follows:

The Employer agrees to deduct amounts designated by employees for the Active Ballot Club ("ABC") when the Employer has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each individual employee and that any such employee may revoke his ABC checkoff authorization upon giving thirty (30) days written notice to the Employer and the Union.

The same shall become effective upon execution.

Albertson's, Inc.

United Food and Commercial Workers Union,
Local 7

By: s/s Amanda S. Paquet

By: s/s Ernest L. Duran Jr.

Date: September 30, 2002

Date: September 20, 2002

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WEINGARTEN RULES

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, you should ask if it is for disciplinary action. If so, the following rules apply:

Rule I: The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

Rule II: After the employee makes the request, the Employer must choose from among three options. The Employer must either:

A. **Grant the request** and delay questioning until the union representative arrives and has a chance to consult privately with the employee, or

B. **Deny the request** and end the interview immediately, or

C. Give the employee a choice of:

(1) having the interview without representation or

(2) ending the interview.

Rule III: If the Employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The Employer may not discipline the employee for such a refusal.

INSURANCE AND PENSION

When you have questions regarding eligibility, benefits, or how to file a claim, please contact the fund office at the following address, where the staff will be pleased to assist you:

MEDICAL/VISION CLAIMS

ZENITH AMERICAN SOLUTIONS

PO BOX 447

5511 W. 56th AVENUE, #250

ARVADA, CO 80001-0447

TELEPHONE: 303-430-9334

TOLL FREE: 1-800-527-1647

DENTAL

DELTA DENTAL OF COLORADO

PO BOX 173803

DENVER, CO 80217-3803

TELEPHONE: 303-741-9300

PENSION

ZENITH AMERICAN SOLUTIONS

PO BOX 1327

5511 W. 56th AVENUE, #250

ARVADA, CO 80001-1327

PHONE: 303-430-9476

TOLL FREE: 1-800-390-3083

NOTES

DO NOT GO SUSPENDED!!!

REMEMBER, IF YOU LEAVE THE INDUSTRY FOR ANY REASON (termination, lay-off, leave of absence, etc.) apply for your withdrawal card. This must be done within 30 days from the last day worked. This protects your union status in the event you should ever return to the industry. Failure to get a withdrawal card will result in **SUSPENSION** from the Union and a reinstatement fee will be charged. If you leave the industry. **IT IS YOUR OBLIGATION TO GET A WITHDRAWAL CARD!**

The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any local union affiliated with the United Food and Commercial Workers International Union without payment of any additional fee(s). Withdrawal card must be deposited with the union office within 30 days after returning to work or it becomes null and void and the reinstatement fee must be paid. All persons returning to work with a withdrawal card must fill out a new application and authorization.

WITHDRAWAL CARD REQUEST FORM

It is your responsibility to request in writing

If your employment terminates, or you are on a leave of absence for 30 days or more, you should request a Withdrawal Card to stop your dues. Failure to request the card will result in mandatory payment of reinstatement fees upon your return to work.

Name (Print) _____ Date _____
Employee ID # _____ Home phone (_____) _____
Employed by Company _____ Facility # _____
Home Address _____
City _____ State _____ Zip _____
Last Day Worked _____

Reason for Leaving (Please check one)

- Termed, pending grievance Termed, leaving company
Going to non-union position
Medical Leave [maternity, disability, worker comp] and expect to return
LOA [personal, military] and expect to return to work
Retiring from company

Return this Request for Withdrawal Card to UFCW Local 7.

Dues must be paid for month in which you request withdrawal card.

- Refund any advance dues
Apply any advance dues upon my return to work

Please give this to your Union Representative or place in an envelope and mail to:

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL NO. 7
7760 WEST 38TH AVENUE, SUITE 400
WHEAT RIDGE CO 80033

If you have questions, please contact your Union Representative
or Membership Records 303-425-0897, 1-800-854-7054