

**Memorandum of Agreement
Between
UFCW Local 7 And
Albertson's/Safeway**

**Safeway Retail Clerks and Meat Bargaining Units – Casper, Douglas, Laramie, Wheatland,
Cheyenne**

UFCW Local 7 (the "Union") and Albertson's/Safeway (the "Employer") are parties to the above Collective Bargaining Agreements (the "CBAs"). The parties have met and reached tentative agreement for new CBAs. Such new CBAs shall contain the provisions of the current CBAs between the parties, except as modified in the attached documents entitled "Tentative Agreement(s)," as well as any and all documents attached to, or incorporated by reference into, said Tentative Agreement(s). The new CBAs shall have a term of November 20, 2022, through and including November 15, 2025.

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 Any Union proposal not identified or addressed herein shall be deemed withdrawn. Any proposal of the Employer not identified or addressed herein shall be deemed withdrawn.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

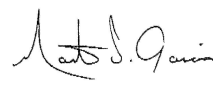
The parties reserve the right to correct any drafting errors or omissions in this Agreement.

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

This Agreement is only effective upon ratification by the Union of this Agreement.



For: Albertson's/Safeway



For: UFCW Local 7

1/10/2023

Date

1/10/2023

Date

[Remainder of Agreements follow on subsequent pages]

**Tentative Agreements Between
UFCW Local 7 and Albertson's/Safeway**

The undersigned parties agree that the wage rates contained in Appendix A of the Collective Bargaining Agreement shall be updated with the rates attached hereto. All retroactive pay shall be paid within forty-five (45) days of ratification of a new CBA.

Upon ratification by all bargaining units, the Settlement Agreement contained herein shall take effect.

The parties agree to carry forward all existing Letters of Understanding and Letters of Agreement, specifically including any Letters of Agreement reached during the term of the 2019-2022 agreement, except as provided in the Addendum re: Letters of Understanding and Letters of Agreement appended hereto and as outlined below. As indicated in the Addendum, the parties agree to move certain Letters into the body of the Agreement. The Employer specifically agrees to carry forward the current Technician Vaccine Agreement for a period of at least one (1) year following ratification (unless the Federal Retail Pharmacy Program is discontinued in less than one (1) year, in which case the Employer may terminate the Technician Vaccine Agreement with thirty (30) days' notice). At the expiration of the one (1) year period, the Employer may terminate the Technician Vaccine Agreement with thirty (30) days' notice.

The parties agree to add the "Sabbath Day" Letter of Understanding from the Denver Bargaining Unit.

- **Letter regarding Minimum Wage shall be modified as follows:**

**LETTER OF UNDERSTANDING
BETWEEN
ALBERTSON'S/SAFEWAY AND
UFCWLOCAL7**

MINIMUM WAGE

Effective on ratification. the starting rate in any job classification. excluding courtesy clerks. shall be not less than forty cents (\$0.40) above the operative minimum wage applicable to the store. and each rate above will be at least twenty-five cents (\$0.25) per hour higher than the previous rate in the progression schedule.

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

- **Replace existing Letter regarding Schedule Posting Violations with the following:**

**LETTER OF UNDERSTANDING
BETWEEN
ALBERTSON'S/SAFEWAY AND
UFCW LOCAL7**

SCHEDULE POSTING VIOLATIONS

Failure to timely post a store schedule pursuant to the Agreement will be addressed as follows:

1st Violation: The Company will notify the Store manager in writing with a copy to the Union that schedules are to be posted no later than 9:00 a.m. on Friday each week for the following workweek. per the labor agreement applicable to the store in which the violation occurred.

Subsequent Violations: In the same store within 12 months of the previous violation. the Store will have a drawing of the affected bargaining unit employees and award a Albertson's/Safeway gift card in the total amount of one hundred fifty dollars (\$150.00) subject to all applicable payroll withholdings. The employee will be responsible for payment of all applicable payroll taxes related to the gift card. The value of Albertson's/Safeway gift card is not associated with any hours worked or paid and will not be included in any rate or overtime calculation. unless required by law.

- **Add Letter regarding Joint Labor Management Committee to all CBAs:**

**LETTER OF UNDERSTANDING
BETWEEN
ALBERTSON'S/SAFEWAY AND
UFCW LOCAL 7**

JOINT LABOR MANAGEMENT COMMITTEE

The Employer and the Union shall establish a Joint Labor-Management Committee whose purpose shall be to investigate. study and discuss mutual solutions to problems affecting Labor Management relations in a sincere attempt to improve the parties' basic relationship. The Committee shall be made up of an equal number of Union and Employer representatives and shall develop its own guidelines as

determined by the participants and as approved by the Union and the Employer. The Committee shall not have the authority to modify the terms of this Agreement.

The parties agree that the Joint Labor Management Committee will discuss the trespass of unruly customers from the Employer's stores. The Employer agrees to share information with the Union on a confidential basis, concerning incidents and customers trespassed from the stores. When appropriate, such information will be shared with affected employees.

The parties further agree to discuss the issue of armed and other security guards within the stores during the term of this Agreement. The Employer and the Union agree that guards, including armed guards and off-duty law enforcement, are sometimes appropriate to ensure employee and customer safety. The Employer agrees to discuss with the Union safety and security incidents which may impact the necessity of armed guards. The Employer and Union shall also discuss the installation and use of panic buttons in appropriate locations.

- **Add Letter regarding Beverage Stewards to all Clerk CBAs:**

**LETTER OF UNDERSTANDING
BETWEEN
ALBERTSON'S/SAFEWAY AND
UFCWLOCAL 7**

BEVERAGE STEWARDS

For the purposes of this Agreement, a Beverage Steward shall be defined as an associate who has successfully completed the Beverage Steward training modules and has been specifically designated by their Store Director to perform the duties of a Beverage Steward. Where such position is specifically designated, the Beverage Steward shall have responsibility for increased customer loyalty, development of customer relationships, encouraging and promoting special orders and shrink reduction.

The Employer retains the right, at its sole discretion, to add the Beverage Steward position to stores, or to discontinue the position of Beverage Steward from any store in which such position has been implemented. Should the position of Beverage Steward be implemented in a given store and later discontinued, the lay-off language of the applicable Agreement shall apply.

Nothing in this Agreement shall prevent the Employer from exercising full discretion in determining the number of appointments to, and ongoing qualification for, the Beverage Steward position. The Employer reserves the

right to determine the start times of each Beverage Steward shift. The Beverage Steward position shall be a full-time position. The Employer reserves the right to discontinue the Beverage Steward position in its entirety at its sole discretion.

Wage rates for Beverage Stewards will be at the same as the Head Clerk classification wage rate progression of the applicable Clerks Agreement for the Store.

Bargaining Note: The Beverage Steward position shall not be utilized to circumvent the scheduling and seniority provisions of the Collective Bargaining Agreement.

- Revisions to Article 2:

**ARTICLE 2
UNION SECURITY AND CONDITIONS**

~~Bargaining Note: 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 2 to provide for mandatory union orientation.~~

- Additions to Article 4 (Art. 5 in Casper Clerks and Casper Meat):

**ARTICLE 4
CLASSIFICATIONS AND RATES OF PAY**

4.5 All payroll work performed by bargaining unit employees shall be paid at Head Clerk rate of pay.

4.6 [NOTE: APPLIES ONLY TO STORES 62 AND 467] Senior Certified Pharmacy Technicians. Effective with the signing of this Agreement. the selection of employees to perform as Senior Certified Pharmacy Technicians shall be at the discretion of the Employer. Said employee will have varying responsibilities. including but not limited to, administering vaccinations, point of care testing, completing Technician Product Verification as allowed by state law. assist pharmacist in any and all responsibilities except those that require a pharmacist's professional judgment.

Current Certified Pharmacy Technicians will be offered the opportunity to be promoted to the Senior Certified Technician position. The necessary training will be provided and paid for to the employees interested in the Senior Certified Technician position. All Certified and Senior Certified Technicians will be scheduled as a single group based on seniority under the scheduling provisions under this Agreement.

- **Additions/Modifications to Article 7 (Art. 13 in Casper Meat):**

**ARTICLE 7
WORKWEEK, WORKDAY AND OVERTIME**

7.14a Any employee may indicate his or her desire to be regularly scheduled fewer than twenty (20) hours in a workweek and management will have the discretion to so schedule the employee. An employee can withdraw consent to be so scheduled under this provision at any time. This provision is not intended to circumvent any scheduling provisions of the Collective Bargaining Agreement.

Bargaining Note: It is the specific intent of the parties that less than minimum hour employees are not a separate classification and shall be subject to Article 7 on the same basis as other employees.

For these workers, which the Employer will specifically identify for purposes of audit review, the Employer will make healthcare contributions for any employee who has at least one (1) year of service and who has worked eight hundred (800) hours during any anniversary year following the employee's first anniversary.

The amount of contributions, which would be retroactive to the beginning of the year once the eight hundred (800) hour threshold is met, is two hundred dollars (\$200.00) per month. Notwithstanding any contributions, qualifications for benefits remains as set forth under Article 18.

7.18 The Company will use its best efforts to give employees at least ~~one (1)~~ **two (2)** hours' notice if an employee is required to work beyond the end of their scheduled shift. **No employee shall be subject to discipline for failure to remain at work beyond the end of his or her scheduled shift.**

- **Revisions to Article 11:**

**ARTICLE 11
NIGHT PREMIUM**

11.1 Effective upon ratification, a premium of **two ~~one~~ dollars (\$2.00) (~~\$1.00~~)** per hour shall be paid to employees, except Courtesy Clerks, for all work performed between the hours of 10:00 p.m. and 6:00 a.m. in addition to the employee's regular straight-time hourly rate of pay. This premium pay shall not apply when the employee is working at overtime or on Sunday or on a holiday.

- **Revisions to Article 12 (Art. 20 in Casper Meat):**

ARTICLE 12

HOLIDAY PAY

12.8 For employees hired on or before June 25, 2005, when a holiday is worked, the employee shall be paid one and one-fourth (1 ¼) times his/her normal hourly rate of pay, in addition to the holiday pay provided herein. For employees hired on or after June 26, 2005, when a holiday (as defined above for such employees) is worked, the employee shall be paid one dollar (\$1.00) per hour worked, **except that such employees will be paid one and one-half (1 ½) times his/her normal hourly rate of pay for hours worked on Christmas.**

- **Revisions to Article 13 (Art. 19 in Casper Meat):**

ARTICLE 13 VACATIONS

13.1 All regular full-time employees, and all part-time employees, who were hired on or before June 25, 2005 and who have worked one thousand (1000) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after two (2) years' service, three (3) weeks' paid vacation after seven (7) years' continuous service, four (4) weeks' paid vacation after thirteen (13) years' continuous service and five (5) weeks' paid vacation after twenty (20) years continuous service.

All regular full-time employees, and all part-time employees, who were hired on or after June 26, 2005 and who have worked one thousand forty (1,040) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after three (3) years' service, three (3) weeks' paid vacation after eight (8) years' continuous service, and four (4) weeks' paid vacation after twelve (12) years' continuous service.

Any employee who has two (2) or fewer weeks of vacation per year pursuant to this Agreement shall be entitled to take up to one (1) week of vacation, without pay (and such time will not be considered as time worked), upon the employee's request. The scheduling of such unpaid vacation shall be subject to the normal vacation scheduling provisions of this Article.

BARGAINING NOTE: It is understood that for any employees who elect to take an unpaid vacation. this unpaid time does not count as time towards any of the benefits provided under this Agreement (such as. but not limited to. pension contributions, health and welfare contributions. etc.).

- **Additions/Revisions to Article 14 (Art. 21 in Casper Meat):**

ARTICLE 14 SENIORITY

14.4.1 Sister Company Credit. When an employee transfers into the bargaining unit from any Albertson's store in Colorado or Wyoming, the Company shall honor the employee's most recent hire date with Albertson's and/or Safeway for all purposes except scheduling, layoffs, vacation bidding, department bidding, full-time status, promotions, and overtime. Specifically, eligibility for health care benefits shall be from the employee's most recent hire date with Albertson's and/or Safeway.

BARGAINING NOTE: For purposes of this provision. the phrase "most recent hire date with Albertson's and/or Safeway" means the most recent date of continuous employment with either banner.

14.5 It is agreed that paragraph 14.4 **and 14.4.1** above shall become effective, and seniority dates shall be adjusted as soon as administratively possible, for all employees who have previously transferred as provided above.

14.22 DEFINITION OF FULL TIME EMPLOYEE - A regular full-time employee is described as an employee who has been hired as such or scheduled or worked forty (40) or more hours a week for four (4) consecutive weeks, ~~except for employees hired as or advanced to a full-time schedule between June 1st and September 15th.~~ If the employee who has worked the four (4) forty (40) hour weeks is not the senior employee who had requested full-time in writing, such employee shall remain in part-time status and the senior qualified employee in the classification in that store who has requested full-time, shall be changed to full-time status. This Section shall not apply if the employee working the forty (40) hour per week schedules is relieving an absent employee for leave of absence, illness, injury, vacation, holiday(s), funeral leave, jury duty, vacated shift or unexcused absence.

BARGAINING NOTE: It is understood that for purposes of this provision, the definition of "absence" shall include such things as absence from work due to vacation, holiday, vacated shift, unexcused absence, funeral leave, jury duty, leave of absence and illness.

Look Back. Within ninety (90) days of ratification, the Employer will agree to review by store, in the trailing 52-week period ending **December 31, 2022 to identify any part-time employee who during that period, worked, at straight-time plus vacation, a total of 2080 or more hours 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. The Employer agrees to an additional lookback at the beginning of year two (2) and year three (3) of the contract under the same terms. The Union agrees not to file any "4 at 40" grievances in the bargaining unit styled as Union All Affected during the life of the contract.**

- **Revisions to Article 17 (Art. 18 in Casper Clerks and Art. 25 in Casper Meat):**

ARTICLE 17
PENSION

- **Delete the following language, which appears in various subsections in each contract:**

~~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% 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.~~

- **Add the following at the end of each section explaining employer contributions, which appears in various subsections in each contract:**

The Employer will maintain the current hourly contribution rate of \$1.60 per hour for the term of the contract.

- **Delete the following paragraphs, which appear in various subsections in each contract:**

~~Effective December 1, 2016, the supplemental contribution contained therein shall cease. Effective December 1, 2016, the base pension contribution rate for all contracts shall be increased to one dollar and twenty five cents (\$1.25) per hour (based on preceding month hours). Effective December 1, 2016 (November hours), the base contribution rate shall be reduced to one dollar and~~

five cents (\$1.05) per hour. Such reduced contribution shall continue through the payment made in November 2019 (October hours). Effective December 1, 2019 (November hours) the base contribution rate shall return to \$1.25. The plan Administrator shall calculate the overpayment made by the Employer for the months December 2016 and January 2017 and communicate that amount to the bargaining parties and the Plan's Trustees, and the amount will be offset as a credit against the Employer's monthly contribution.

At the trust meeting set no more than six (6) months prior to the expiration of the 2015-2019 contract, the actuaries are to determine the contribution rate necessary to continue funding current benefits and to maintain PA green zone status for at least the next ten years. In the event the actuaries determine that a lower contribution rate is sufficient to continue current benefits, the Union and the Employers will share equally the excess funding. The Union may restore reduced benefit accruals and the Employers' contribution rate will be reduced in an equal manner and amount, based on actuarial equivalence. Nothing in this section should be construed as an agreement to increase the pension contribution rate above the agreed upon base set forth above.

- Revisions to Article 18 (Art. 19 in Casper Clerks and Art. 31 in Casper Meat)

**ARTICLE 18
MEDICAL, SURGICAL, HOSPITAL, DENTAL, PRESCRIPTION,
VISION AND GROUP LIFE INSURANCE (TITLED HEALTH AND WELFARE IN
CASPER CONTRACTS)**

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,

	Current	January 2022 hours payable in February 2022	January 2023 hours payable in February 2023 “Up to”	January 2024 hours payable in February 2024 “Up to”
Plan A Hired Before 3/5/2005	\$988.78	\$1,030.31	\$1,081.82	\$1,135.92
Plan A Hired After 3/5/2005	\$850.59	\$886.31	\$930.63	\$977.16
Plan B Hired Before 3/5/2005	\$791.01	\$824.23	\$865.44	\$908.72
Plan B Hired After 3/5/2005	\$680.47	\$709.05	\$744.50	\$781.73
Plan C Hired After 6/26/2005	\$428.68	\$446.68	\$469.02	\$492.47

The "up to" rates for 2023 and 2024 will be determined as follows:

1. Using the latest financial data available as of ~~September 1, 2020~~ each September (**or most recently available data in preparation for the December fund meeting**), co-consultants will develop a forecast through 12/31/2024~~1~~.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31/2024~~1~~ that is below the target reserve level (average of 1.4 months of expense for the 12 months ending 12/31/2024~~1~~, plus IBNR at 12/31/2024~~1~~), then the employer contributions will be increased effective January **2023 and 2024** so that the ending reserve will be equal to the target reserve. Any projected deficit in the ending balance shall first be corrected by increasing the 2023 employer contribution rates until such rates reach the "up to" levels for 2023.
4. In no event will the increase in the employer contributions rate exceed **57.0% in 2023¹ or 2024**. In no event will the **"up to" 2024** employer contribution rates be less than the **prior year's 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:

Year	2022	2023	2024
PPO Medical	6.5%	6.5%	6.5%
Prescription Drug	8.0%	8.0%	8.0%
Dental	4.0%	4.0%	4.0%
Vision	3.0%	3.0%	3.0%
Time Loss	0.0%	0.0%	0.0%
Kaiser Premium	6.5%	6.5%	6.5%
Medicare Advantage	Actual	Actual	Actual
Life Premium	0.0%	0.0%	0.0%
Provider Access Fees	Actual	Actual	Actual

¹ It is understood that the 2023 rate may be increased up to 5.0% from the 2022 rate applicable to the Local 7/Safeway Denver Clerks bargaining unit. The "up to" numbers are listed above.

Stop Loss Premiums	Actual	Actual	Actual
Administration	3.0%	3.0%	3.0%
Investment Income	1.25%	1.25%	1.25%

~~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 \$5.00 per week if enrolled in employee only coverage, \$10.00 per week if enrolled as employee plus spouse or employee plus children and \$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: \$7.50/week for employee only, \$15/week for employee and children or employee and spouse and \$23/week for employee, spouse and children/family. Effective January 1, 2023, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: \$8.50/week for employee only, \$17/week for employee and children or employee and spouse and \$26/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.~~

...

Effective January 1, 2022 the weekly disability benefit cap shall increase to four hundred (\$400.00) dollars. In addition, as soon as practicable, the Trustees are directed to explore options for more affordable stop loss coverage, and, if unavailable, discontinue the purchase of stop loss coverage.

- **Delete the following LOU:**

~~Adopt the “Health and Welfare Contributions” Letter of Understanding” attached hereto.~~

~~HEALTH AND WELFARE CONTRIBUTIONS
LETTER OF UNDERSTANDING
RECITALS~~

~~A. — Albertsons/Safeway (the “Employer”) and the United Food and Commercial Workers Local 7 (the “Union”) are party to various collective bargaining agreements (the “CBAs”).~~

~~B. — Pursuant to the CBAs, the Employer makes contributions on a monthly basis to the United Food and Commercial Workers Welfare Trust (the “Plan”) on behalf of specified bargaining unit employees who work 80 or more hours in a four week month or 100 or more hours in a five week month.~~

~~C. — The contribution presently required to be made to the Plan by the CBAs is expressed as a monthly dollar amount that commences with hours worked after the employee completes their initial eligibility period (the “Monthly Rate”).~~

~~D. — The undersigned parties desire to modify the contribution structure to convert the Monthly Rate to an equivalent hourly contribution rate commencing at date of hire (the “Hourly Rate”) pursuant to the methodology outlined below, with the express intent of maintaining the overall economic terms of the CBAs by requiring a monthly reconciliation to ensure the amount contributed each month pursuant to the new Hourly Rate structure equals the amount that would have been contributed under the Monthly Rate structure.~~

AGREEMENTS

The undersigned parties hereby agree as follows:

~~1. — Effective December 1, 2015 (November hours) the Monthly Rate shall be converted to an equivalent Hourly Rate commencing with an employee’s first hour of employment pursuant to the methodology outlined below. The undersigned parties agree the Hourly Rate provided for herein — shall supplant and replace the Monthly Rate specified in the CBAs, and the Employer shall have no additional obligation to contribute to the Plan beyond the Hourly Rate (subject to the monthly reconciliation provided for herein).~~

~~2. — The Monthly Rate shall be converted to an equivalent Hourly Rate as follows:~~

~~— (a) — The Employer shall calculate the Hourly Rate. Each participating Employer at its option may have the Plan’s Consultant calculate the Hourly Rate. The Hourly Rate shall be the amount — projected by the Plan’s consultant to provide an equivalent dollar amount of monthly contributions — to the Plan as would have been made had the Monthly Rate and contribution rules remained in — effect.~~

~~— (b) — The Employer shall calculate the Hourly Rate to be effective commencing with hours worked November 2015. The Plan’s consultant shall thereafter update his calculation of the — projected Hourly Rate each January 1 and July 1 (or such other dates as determined as necessary — and appropriate by the Plan’s Trustees) based on Plan experience for such employer, and such — updated Hourly Rate shall become effective when approved by the Plan’s Trustees.~~

~~— (c) — To maintain the overall economic terms of the CBAs, the undersigned parties agree the — Employer or Plan Administrator if assigned the task by an Employer shall reconcile contributions — on a monthly basis to compare the amount actually contributed by the Employer pursuant to the — Hourly Rate each month relative to the amount that the Employer would have contributed had the — Monthly Rate remained in effect for such month. The Employer will determine by the last day of — each month whether the amount contributed to the Plan in~~

~~such month pursuant to the Hourly Rate structure was more or less than would have been paid pursuant to the Monthly Rate structure. To the extent the amount of the Employer's actual Hourly Rate contributions for a month exceed the amount the Employer would have contributed had the Monthly Rate remained in effect for such month, then the Employer shall be entitled to a credit in the amount of such excess against contributions due for the following month. EXAMPLE ONE: EMPLOYER CONTRIBUTES \$50,000 TO THE PLAN ON APRIL 10 FOR MARCH HOURS. EMPLOYER OR PLAN ADMINISTRATOR RECONCILES AND IF THE EMPLOYER OR PLAN ADMINISTRATOR DETERMINES EMPLOYER WOULD HAVE PAID \$48,000 HAD MONTHLY RATE STRUCTURE BEEN IN EFFECT FOR THE MONTH, EMPLOYER WILL BE ENTITLED TO \$2,000 CREDIT TO BE TAKEN AGAINST CONTRIBUTION DUE IN MAY FOR APRIL HOURS. Conversely, to the extent the amount of the Employer's actual Hourly Rate contributions for a month are less than the amount the Employer would have contributed had the Monthly Rate remained in effect for such month, then the Employer shall pay the amount of such difference to the Plan as an additional contribution, with such amount due for the following month. EXAMPLE TWO: EMPLOYER CONTRIBUTES \$50,000 TO THE PLAN ON APRIL 10 FOR MARCH HOURS. EMPLOYER OR PLAN ADMINISTRATOR RECONCILES AND IF THE EMPLOYER OR PLAN ADMINISTRATOR DETERMINES EMPLOYER WOULD HAVE PAID \$54,000 HAD MONTHLY RATE STRUCTURE BEEN IN EFFECT FOR THE MONTH, EMPLOYER WILL CONTRIBUTE AN ADDITIONAL \$4,000 WITH THE CONTRIBUTION DUE IN MAY FOR APRIL HOURS.~~

~~(d) Notwithstanding the foregoing, all other terms of the CBAs with respect to the amount of the Employer and employee contributions payable to the Plan shall remain in effect.~~

~~3. The Employer shall pay the Hourly Rate to the Plan on behalf of those employees covered by the CBAs (even if such employees have not yet satisfied the eligibility requirements to qualify for initial Plan eligibility) beginning with the first hour worked with the Employer in such an eligible position. The hours for which the Employer shall be obligated to contribute the Hourly Rate to the Plan shall be the same hours that are credited under the CBAs for purposes of determining whether employees satisfy the 80-hour, or 100-hour, qualifiers for receiving the prior Monthly Rate contributions. However, employees shall not be required to work such 80 hours, or 100 hours, to qualify for the Hourly Rate contribution. The Employer shall continue to report credited hours to the Plan on a monthly basis, and the contribution amount shall continue to be payable each month by the deadline required under the CBAs.~~

~~4. The Employer agrees that its contributions tendered pursuant to this Agreement are subject to audit by the Fund's auditor. The Employer further agrees to reimburse the Fund Administrator for any administrative expense it incurs in the processing of these contributions with the understanding that there shall be no reimbursement of the Fund auditor by the Employer for audits conducted pursuant to this provision.~~

- Additions to Article 22 (Art. 24 in Casper Meat):

**ARTICLE 22
DISCHARGE AND NO DISCRIMINATION**

22.2a If requested and in accordance with applicable law, the company will refer to transgender and/or non-binary employees by the gender of the employee's choice. It is understood that the foregoing provision is not subject to the grievance/arbitration provisions of the labor contract.

- Revisions to Article 29 (Art. 28 in Casper Meat):

**ARTICLE 29
DISPUTE PROCEDURE**

29.2 STEP 1 - By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the Manager of the store.

If the issuance of a verbal or written warning is grieved, the Union will notify the Employer of the same. If the grievant is disciplined further, or otherwise adversely affected, and the verbal or written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated. **It is further agreed that the Company will not progress verbal or written warnings after a period of twelve (12) months if not relied upon for further discipline during that period.**

- Additions to Article 46 (Art. 43 in Casper Clerks and Casper Meat):

**ARTICLE 46
SAFETY**

New Section. Employer Workplace and Emergency Procedures. If a federal, state, or local government declares a state of emergency, this emergency provision shall apply.

Changes in policy, process, or working conditions. The Company will communicate to the Union changes in policy, procedures, and working conditions taken in response to the emergency. The parties recognize that emergencies are dynamic in nature and often decisions are fluid and fast changing. The Company will make its best effort to keep the Union advised of these changes. If any change in working conditions is contrary to any express provisions of the labor agreement, the Company will not make such change without mutual agreement with the union.

Employee Leave. If any employee is unable to perform work due to the nature of the emergency, the Company and the Union will meet and discuss in good faith the proper application of the leave of absence provisions provided by Article 32 of this Agreement and/or any additional leave that the parties may mutually agree to provide.

Layoffs. Any layoffs (or recall of employees) as a direct result of the emergency shall be in accordance with the seniority provisions of Article 14 of the Agreement. The Company and the Union may mutually agree to modify or extend various terms (e.g., the parties may agree to extend the period of time an employee may be on layoff without losing seniority).

Dangerous Emergencies. The Employer will develop procedures that workers should follow to protect themselves and co-workers during dangerous emergencies. These procedures may include: (i) where workers should go to protect themselves, (ii) evacuation plans, (iii) what workers should do, and (iv) how prompt first aid and emergency medical treatment will be administered to injured workers. The procedures will also discuss signs that may indicate that a dangerous emergency may occur (such as threats, social media posts or assaults), and encourage workers, customers and others to report these matters to a manager or security guard, if applicable. The Employer will update the training as new procedures to protect workers against dangerous emergencies develop.

The Company may consider training all workers on the dangerous emergency procedures, including how to recognize a potentially dangerous emergency and, where appropriate, how to de-escalate dangerous emergencies that are reasonably capable of de-escalation. Expert professional trainers will conduct or facilitate all trainings. New hires will undergo this training within the first thirty (30) days of employment.

During a dangerous emergency the Employer agrees that employees do not bear any responsibility to protect any merchandise. Employees should protect themselves and, to the extent safely and reasonably possible, co-workers/customers. The Employer acknowledges that employees have a right to defend themselves if there are no other options to avoid the dangerous situation. The Employer agrees to notify the President of the Union, or his or her designee, immediately upon learning of a dangerous emergency.

Pandemic Safety Measures. In the event of a novel pandemic or epidemic affecting one or more of the stores, the Employer agrees to meet and bargain with the Union concerning the effects thereof within fourteen (14) days following a written request by the Union. The Employer further agrees to follow applicable CDC, NIOSH, or OSHA guidelines and any state and federal mandates concerning the pandemic or epidemic. The Employer agrees that employees shall have access to hand sanitizer and other appropriate sanitation products.

The Employer agrees that it shall train managers, supervisors, and employees on applicable safety measures.

Vaccine Mandate. In the event the Employer determines it intends to implement a vaccine mandate, the Employer agrees to meet with the Union and bargain effects of the mandate as far in advance of the mandate's effective date as possible, but not less than two (2) weeks in advance of the mandate's effective date.

Customer Theft. The Employer agrees that it shall provide training to employees at the time of onboarding, and not less than annually, concerning company policies with respect to interacting with shoplifters.

- **Revisions to Article 47 (Art. 44 in Casper Clerks and Casper Meat):**

ARTICLE 47 TERM OF AGREEMENT

476.2 This Agreement shall be in full force and effect beginning at 12:01 a.m. on the **20th 24th** day of November **2022 2019** and shall remain in full force and effect through the **15th 19th** day of November **2025-2022**, and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

476.3 **In the event of an Act of God or natural disaster ("Emergency") having a material and continuing impact upon either the Employer's facilities or the geographic area defined in Article 1 of this Agreement, either the Company or the Union may request to effects bargain with the other party regarding this Agreement by providing written notice to the other party within thirty (30) days of the occurrence of such Emergency. The parties agree to timely meet and bargain over the effects of the Emergency.**

- **Modify language before wage tables as follows:**

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

Bargaining Note: Although the parties have agreed to move certain classifications to the same rate, it is expressly understood and agreed that selection of shifts will be done separately in each department, and that additional hours will be offered to other employees in a given department prior to being offered to other employees in the bargaining unit. The Union and Employer agree that notwithstanding any inclusion of a dollars-per-hour metric in the 5-star cake decorator matrix, this does not constitute a production standard.

The Employer agrees that for those positions identified with a grandfathered rate on the attached wage tables, any individual who held a classification and rate so identified as of November 20, 2022, shall be grandfathered during the term of this Agreement at fifty cents (\$0.50) over the otherwise applicable wage rate, and shall receive the benefit of future increases. This rate is reflected on the attached wage charts as "grandfathered."

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.~~

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.~~

Basket Hours

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, except an employee moving to meat cutter, 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).

Notwithstanding the above, when an associate promotes to Senior Certified Pharmacy Technician, they will start on the first step and work the hours associated with each step to advance.

Bargaining Note: The parties intend this provision to apply in all circumstances where an employee changes job classification within the Company, including lateral transfers (for example, APC 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).

- **Agree to the following Settlement Agreement (which shall only be effective upon ratification by all bargaining units):**

Settlement Agreement

This Settlement Agreement ("Agreement") is made by and between United Food and Commercial Workers International Union, Local 7 ("Union") and Albertson's / Safeway ("Company"), which hereby agree on a non-precedent-setting basis as follows:

The Union and the Company agree to withdraw with prejudice specific grievances as provided for on the below list.

Store	First Name	Last Name	Grievance #	Grievance Date	Contract	Sub Type
60	Meat	Union 101668	101668/21- 2147	10/14/2020	Meat	COVID Safety
60	Retail	Union 101669	101669/21- 2148	10/14/2020	Retail	COVID Safety
2667	Meat	Union 101676	101676/21- 2178	10/14/2020	Meat	COVID Safety

2667	Retail	Union 101677	101677/21- 2179	10/14/2020	Retail	COVID Safety
2462	Retail	Union 107363	107363	5/27/2022	Retail	Safety
2462	Meat	Union 107364	107364	5/27/2022	Meat	Safety
2462	Meat	Union 110506	110506	11/9/2022	Meat	Safety

The Union and the Company agree the below grievances will be dropped pending appeal (“DPA”) according to the parties’ standard practices in monthly Step 3 meetings.

60	Kody	Cartwright	103629/21- 2011	5/5/2021	Retail	COVID Pay
60	Tina	Cook	104254/21- 2013	7/22/2021	Retail	COVID Pay

The below grievance will be settled, on a non-precedent setting basis, by paying Ms. Chorniak for 6 hours at her base rate of pay, less standard deductions. This settlement is subject to Ms. Chorniak’s agreement. The union agrees to recommend this settlement to Ms. Chorniak.

62	Laurie	Chorniak	105950/22- 0183	1/20/2022	Retail	Suspension
----	--------	----------	--------------------	-----------	--------	------------

Andrew D. Lukes

For: Safeway/Albertsons

1/10/2023

Date

Mark J. Quinn

For: UFCW Local 7

1/10/2023

Date