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ALBERTSON'S CASPER MEAT

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# AGREEMENT

Between

ALBERTSON'S, LLC.  
Casper, Wyoming

and

UNITED FOOD AND COMMERCIAL WORKERS  
UNION, LOCAL NO. 7, DENVER, COLORADO

Chartered by the

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION

**TERM: July 24, 2016 to November 23, 2019.**

THIS AGREEMENT is made on this 24<sup>th</sup> day of July, 2016, by and between Albertson's, LLC., hereinafter called the "Employer," and United Food and Commercial Workers International Union, CLC, Local No. 7, Retail Meat and Allied Industries Division, hereinafter called the "Union."

WITNESSETH, that for and in consideration of the mutual promises and conditions hereinafter set forth, and in order to assure and secure the benefits intended to be derived by the employees and the Employer under these Articles of Agreement herein, it is expressly understood and agreed as follows:

## ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole collective bargaining representative for all Meatcutters, Apprentices, Wrappers and temporary employees, including part-time workers who work regularly one (1) day or more per week, employed by the Employer in the Meat Markets owned and operated by the Employer at Casper, Wyoming; but excluding all Store Managers, the Meat Manager, Courtesy Clerks, Office Clerical Employees, Janitors, Parking Lot Attendants, Food Clerks, Warehouse Employees, Watchmen, Guards and Professional Employees and Supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Section 1.2. All work performed in the Meat Department will be done by members of the bargaining unit. For the purpose of this Agreement, the Meat Department is defined as the area occupied by the meat storage rooms, the meat preparation rooms and the service and/or self-service display cases where fresh, smoked, cooked and frozen meats, poultry, fish or seafood are offered for retail sale. All meat products received in the Meat Department that are not pre-priced will be priced on the premises by members of the bargaining unit.

Section 1.3. It is understood that the cutting of all retail cuts of fresh meat offered for sale will continue to be performed in the Market, unless the Employer transfers said work, in which case the following paragraph will be applicable.

Section 1.4. If the Employer transfers the cutting and fabricating of retail cuts of fresh meats presently being performed in its retail store or stores covered by this Agreement to a location or locations outside of said retail store or stores, the Employer will continue to recognize the Union as the bargaining agent for the Meatcutters, Apprentices and Wrappers employed by the Employer in the cutting and fabricating of retail cuts of fresh meats, and the seniority rights provided in ARTICLE 21 of this Agreement shall continue to apply throughout the bargaining unit including said new location or locations of the Employer.

## **ARTICLE 2 UNION ESTABLISHMENT**

Section 2.1. The Union Security Clause as specified in Section 2 of this Article is contrary to the Statutes of the State of Wyoming and is acknowledged by the Employer and the Union as being presently adjudged to be null and void in accordance with said Statute. However, should such Statute be replaced or amended so as to permit the Union Security Clause set forth in Section 2 hereof, the Employer and the Union agree that they shall put into full force and effect the provisions for Union Security as stated, and in accordance with ARTICLE 2, make the Union Security Clause effective upon the earliest date permitted by such enabling legislation and/or court action.

Section 2.2. On and after the thirty-first (31<sup>st</sup>) day following the effective date of this Section, all employees employed on said effective date shall be, and remain, members of the Union in good standing as a condition of continuing employment during the life of this Section. All employees hired after the effective date of this Section shall be, and remain, members of the Union in good standing on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment as a condition of continuing employment during the life of this Section.

Section 2.3. The Employer will not be asked by the Union to discharge any employee for nonpayment of Union dues or failure to join the Union until ten (10) days after written notice of delinquency has been sent by the Union to the Employer. Upon payment of delinquent dues or joining the Union, whichever the case may be, the employee will be allowed to continue working.

## **ARTICLE 3 CHECK-OFF**

Section 3.1. Each week, the Employer agrees to deduct the weekly Union dues, legal rejoining fees and uniform assessment, (including initiation fees for new employees) from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his individual

check-off authorization upon giving thirty (30) days' written notice to the Employer and the Union. The Employer agrees to remit all such deductions to the Secretary-Treasurer of the Local Union no later than the twentieth (20<sup>th</sup>) day of each month.

Section 3.2. The Union shall indemnify and hold the Employer harmless against any and all claims, charges, demands, lawsuits, or other forms of liability and related expenses, including attorneys' fees, that may arise or have arisen out of the Employer's payroll deductions, in the past or future, of union dues, fees or assessments.

#### **ARTICLE 4 WAGES**

Section 4.1. Classifications and hourly rates of pay shall be set forth in Appendix "A" attached hereto and by this reference made a part hereof.

Section 4.2. For the purpose of computing months of comparable experience and determining length of service wage adjustments under Appendix "A" of this Agreement, one hundred and seventy-three and one-third (173-1/3) hours of employment with the current Employer shall be counted as one (1) month's experience.

Section 4.3. When a Journeyman Meatcutter relieves a Head Meatcutter for one (1) week or longer, he shall receive the Contract rate of pay for such time spent in relief, provided that said employee exercises the full range of duties of a Head Meatcutter during said time period.

#### **ARTICLE 5 NEW CLASSIFICATIONS**

Section 5.1. If new job classifications not presently in existence are established in the bargaining unit, the parties shall, within thirty (30) days of request by either party, negotiate appropriate wage rates.

#### **ARTICLE 6 MEATWRAPPERS**

Section 6.1. Meatwrappers shall be permitted to use the tools of the trade, if qualified, in the performance of duties in response to a specific customer request. Meatwrapper employees shall not use the knives, meat grinder, cube steak machine or saws. They may not use the slicers unless to serve individual customers.

Section 6.2. Wrapper Promotion. Wrappers desirous of promotion to Apprentice status shall make such desires known to the Employer in writing, and such employee shall be given equal consideration for such vacancies.

#### **ARTICLE 7 APPRENTICES**

Section 7.1. The parties recognize and agree that the classification of Journeyman Meatcutter requires skill, knowledge, experience and ability which can only be acquired by training and work on the job in a retail Meat Market under the direction and supervision of the Employer. Accordingly, provision is made in this Agreement for advancement through Apprentice classifications on the basis of actual hours worked for the Employer. The work of Apprentice employees is subject to evaluation by the Employer to assure that the employee attains satisfactory knowledge, skill, experience and ability levels.

Section 7.2. When Apprentices have satisfactorily worked four (4) years with a minimum of 8,320 hours of actual work experience on the job, they automatically become Journeymen and shall be paid as such. During an Apprentice's four (4) year training period, he shall be assigned from time to time to all jobs normally done in the particular Market.

Section 7.3. However, if, in the opinion of Management (Management means higher Management than the Market Manager or Head Meatcutter) an Apprentice is fully qualified to perform the duties of Journeyman Meatcutter prior to four (4) years service with a minimum of 8,320 hours actual work experience on the job, the Employer may advance such Apprentice to the duties and pay of a Journeyman Meatcutter.

## **ARTICLE 8 APPRENTICE RATIO**

Section 8.1. One (1) Apprentice shall be allowed to every one and one-half (1½) Journeyman or fraction thereof, and one (1) additional Apprentice to every one and one-half (1½) additional Journeymen or fraction thereof. This limitation may be relaxed should an emergency period exist where qualified Journeymen are not available. The Employer will not be required to discharge or advance an Apprentice hired during such emergency period because the emergency period ends.

## **ARTICLE 9 CALL-IN PAY**

Section 9.1. Any employee called in or scheduled for extra work shall be guaranteed four (4) hours work for four (4) hours pay at the applicable rate, provided that the employee is available for four (4) hours work. The call-in pay provisions do not apply to Store Meetings.

## **ARTICLE 10 REST PERIODS**

Section 10.1. The Employer will give employees a relief period of fifteen (15) minutes in their shift before the meal period and in their shift after the meal period.

## **ARTICLE 11 NIGHT PREMIUM**

Section 11.1. **One dollar (\$1.00)** per hour shall be paid for all worked performed between the hours of 10:00 p.m. and 6:00 a.m., in addition to the employee's regular straight-time rate of pay. Premium pay and overtime shall not be paid for the same hours of work.

Section 11.2. Night shift premium shall not apply where an employee is working at overtime or on Sunday or on a holiday.

## **ARTICLE 12 SUNDAY PREMIUM**

Section 12.1. Employees who work twenty-four (24) hours or more in the workweek shall receive one dollar (\$1.00) for Journeyman and above or seventy-five cents (75¢) per hour for all other employees, in addition to their regular hourly rate for all work accomplished on Sunday. This Sunday premium shall not be used to offset weekly overtime.

Section 12.2. Sunday work shall be voluntary. In the event insufficient volunteers are found, the Employer may schedule employees in inverse order of seniority providing the Employer has a proper mix of employees.

Section 12.3. Employees hired on or after June 26, 2005 shall not be eligible for Sunday Premium.

## **ARTICLE 13 WORK SCHEDULES**

Section 13.1. The Head Meatcutter will post the work schedule in ink for the following week in each Market not later than 12:00 noon on Friday. This work schedule will not be changed by Management for that particular workweek except where the change is predicated on circumstances beyond the control of Management; such as, sickness, injury, or wide fluctuations in volume, Acts of God. Such up-to-date work schedules are to be posted weekly. This clause shall not be construed as preventing Management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule or from bringing in additional employees where it appears advisable in the opinion of Management.

Section 13.2. The Employer shall designate the starting time for employees. The employee shall be dressed and ready to go to work at his or her starting time.

**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.**

## **ARTICLE 14 TIME KEEPING**

Section 14.1. Employees will punch the time clock immediately before beginning work and immediately upon ending work. Any employee punching the time clock for another employee shall be subject to discharge.

## **ARTICLE 15 TRANSFER**

Section 15.1. Transfers from Store to Store shall not be made or denied for capricious, arbitrary or discriminatory reasons. Full-time employees desiring a transfer to another Store within the bargaining unit in order to be nearer their residence, may indicate their desire for transfer in writing to their Store Director. Such transfer requests will be considered at the time an opening occurs within their classification and status.

## **ARTICLE 16 SUPERANNUATED EMPLOYEES**

Section 16.1. The salary of superannuated members shall be decided upon between the Employer and a representative of the Union.

## **ARTICLE 17 BASIC WORKDAY AND BASIC WORKWEEK**

Section 17.1. Forty (40) hours shall constitute the basic workweek to be worked in five (5) eight (8) hour days. There shall be no daily split shifts. The workweek shall coincide with the calendar week. Employees shall be scheduled not less than twenty (20) hours in a workweek, provided the employee is available.

Section 17.2. It is agreed between the parties that there shall be an interval of not less than ten (10) hours between regular shifts for all employees. Except in case of an emergency, an employee who is not allowed one (1) ten (10) hour interval between regular shifts shall be paid at the rate of time and one-half (1½x) for time worked prior to the expiration of the ten (10) hour interval. Notwithstanding the foregoing, the premium set forth herein shall not be payable when a worker voluntarily elects in writing to work a shift that results in less than ten (10) hours having lapsed since the end of his previous shift.

## **ARTICLE 18 OVERTIME**

Section 18.1. Overtime at the rate of time and one-half (1½) the employee's basic hourly rate of pay shall be paid under the following conditions:

1. For all hours worked in excess of eight (8) hours in any one day.
2. For all hours worked in excess of forty (40) hours in the calendar week.
3. Daily and weekly overtime shall not be duplicated. Neither shall there be allowed the compounding or pyramiding of overtime pay and/or any premium pay, and only the highest applicable rate shall apply.



4. For all hours worked in excess of thirty-two (32) hours in a holiday week, excluding birthday holiday week. (Hours worked on a holiday will not be counted as part of the thirty-two (32) hour holiday workweek in computing weekly overtime.)

## **ARTICLE 19 VACATIONS**

Section 19.1. All regular employees covered by this agreement, who were hired on or before June 25, 2005 and who have worked one thousand (1000) or more hours in their anniversary year, shall receive one (1) week's paid vacation after one (1) year continuous service, two (2) weeks paid vacation after two (2) years continuous 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 employees, who are 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 continuous service, two (2) weeks paid vacation after three (3) years continuous service, and three (3) weeks paid vacation after eight (8) years continuous service.

Such vacation shall be paid at straight-time rates. The number of hours for which such employees shall be paid for a vacation week shall be the average number of weekly hours worked during the twelve (12) months immediately preceding the employee's anniversary date of employment, not to exceed 40 hours pay for each week of vacation. Hours paid for vacations, holidays and sick leave shall be considered as hours worked for the purpose of computing vacation amounts. No pro-rata vacation will be paid at termination.

Section 19.2. The employee shall be entitled to take two (2) weeks of a three (3) or four (4) week vacation consecutively.

Section 19.3. Continuity of employment for the purpose of this Article shall be considered as unbroken where a lapse of service due to layoff, granted leave of absence, illness or injury shall be less than a total of sixty (60) calendar days during the anniversary year. The employee's anniversary date shall be advanced by all time so lost in excess of sixty (60) calendar days in his anniversary year.

Section 19.4. Employees who have earned a vacation on the basis of completed service may receive their vacation pay in advance, if requested at least two (2) weeks in advance of their scheduled vacation period.

Section 19.5. **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 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.**

## **ARTICLE 20 HOLIDAY PAY**

Section 20.1. All employees hired on or before June 25, 2005, who have worked a minimum of one year (if hired after December 1, 1986), shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: New Year's Day, Memorial Day, Fourth of July, Labor Day, Birthday, Thanksgiving Day, and Christmas Day. Such employees shall be entitled to two (2) personal holidays, which must be requested two (2) weeks in advance and approved by the Store Manager.

All employees hired on or after June 26, 2005 who have worked a minimum of one year shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: Thanksgiving Day and Christmas Day. **Effective in 2017, employees hired on or after June 25, 2005 shall also be paid for Memorial Day and Labor Day.** Such employees shall be entitled to one (1) personal holiday after two years of service, 2 personal holidays after 3 years of service, and 3 personal holidays after four years of service. Such holidays must be requested two (2) weeks in advance and approved by the Store Manager.

The Employer may operate its stores at its sole discretion on any of the holidays recognized in this Agreement. The Employer will staff on Christmas Day by voluntary sign up list only. To the extent the Employer does not receive sufficient volunteers in a store, the Employer may schedule by inverse seniority.

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. Further, personal holidays shall be granted by seniority, and classification.

**All premiums shall be paid in accordance with the current contract.**

Section 20.2. All holidays will be observed on the days they fall.

Section 20.3. All full-time employees who have worked a minimum of sixty (60) days (a minimum of one (1) year for employees hired after December 1, 1986) for the Employer shall receive eight (8) hours of holiday pay at their regular straight-time hourly rate of pay for the above-mentioned holidays, provided they work their regularly scheduled workday immediately preceding and immediately following the holiday, and also shall receive pay for work performed during the week in which the holiday occurs.

Section 20.4. Regular part-time employees who have worked a minimum of sixty (60) days (a minimum of one (1) year for employees hired after December 1, 1986) for the Employer and who normally work twenty (20) hours or more per week shall receive holiday pay prorated on their daily average of the week preceding said holiday, provided they work their regularly scheduled workday immediately preceding and immediately following the holiday, and also receive pay for work performed during the week in which the holiday occurs.

Section 20.5. Regular full-time and regular part-time employees who work on any of the above holidays, other than the birthday holiday, shall receive time and one-half (1½) their regular straight-time hourly rate of pay for all hours worked on a holiday in addition to holiday pay as provided above. In addition to the above, no employee shall be paid for the holiday who is scheduled to work but does not. Employees hired on or after September 8, 1991 will receive pay for hours worked on holidays at one and one-quarter times (1¼x) the employee's regular rate of pay in addition to holiday pay provided above. Non probationary employees who are hired on or after June 26, 2005, who work on a holiday shall be paid one dollar (\$1.00) per hour worked on such holiday, in addition to the holiday pay provided herein.

Section 20.6. Holidays not worked shall not be considered as days worked for the purpose of computing weekly overtime. Hours worked on a holiday will not be counted as part of the thirty-two (32) hour holiday workweek in computing weekly overtime.

Section 20.7. Holiday work shall be voluntary. In the event insufficient volunteers are found, the Employer may schedule employees in inverse order of seniority providing the Employer has a proper mix of employees.

## **ARTICLE 21 SENIORITY**

Section 21.1. Seniority shall be measured from the most recent date of continuous employment with the individual Employer and shall be applied on an individual store basis. For the purposes of this Agreement, seniority shall apply if merit, availability, and ability within the job duties needing to be performed are reasonably equal, as to layoffs and rehiring of employees after layoffs. (Albertson's agrees to use cross-store seniority for the purposes of layoff in Casper, Wyoming for employees on the payroll on the date of ratification. New hires will fall under the foregoing language.)

Section 21.2. New employees shall be on probation for a period of ninety (90) days during which time they may be discharged by the Employer for any reason whatsoever and, during this probation period, they shall not acquire any seniority status. If an employee is retained in the employ of the Employer after said ninety (90) days, his seniority shall then date back to the first (1<sup>st</sup>) day of said ninety (90) day probation period.

Section 21.3. Seniority shall terminate for any of the following reasons:

1. Voluntary quitting.
2. Overstaying a granted leave of absence or vacation.
3. Failure to report for work upon recall after a layoff within four (4) working days after notification by letter or phone to the last address furnished in writing by the employee to the Employer.
4. Discharge for just cause.

5. Continuous layoff for a period in excess of nine (9) months.

Section 21.4. Any regular full-time employee who is to be laid off for lack of work will be offered part-time employment if there are any part-time employees then working in his classification, with the result that the employee actually laid off will be the part-timers with the least seniority who is working in that particular classification.

Section 21.5. If there is an opening for a regular full-time job in any classification, part-time employees in the same classification shall be given consideration in order of seniority for this opening before any employee is hired from the outside, provided the part-time employee is available for the hours needed and possesses the qualifications to satisfactorily perform the full-time job.

Section 21.6. For the purpose of this Section, a regular full-time job refers to any employee who normally works forty (40) hours per week. A part-time employee is one who normally works less than forty (40) hours per week.

Section 21.7. The various Employers who are signatory to this Agreement will furnish the Union with seniority lists of classification on a Company-wide basis each six (6) months.

Section 21.8. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the National Guard Act of 1940 and the Selective Service Act of 1942, and any additions or amendments thereof, or rulings and interpretations thereof by any authorized court or agency.

Section 21.9. No employee, except probationary employees, shall be discharged without just and sufficient cause.

Section 21.10. No employee shall be transferred for disciplinary or discriminatory reasons.

Section 21.11. Nothing contained herein shall be construed to require pay for time not worked.

## **ARTICLE 22 UNIFORMS**

Section 22.1. The Employer agrees to furnish all linens and uniforms required by the employee for use in the Market and to launder same, except wash and wear garments. All linens and uniforms shall remain the property of the Employer.

## **ARTICLE 23 WAGE REDUCTIONS**

Section 23.1. The terms of this Agreement are intended to cover only minimums in wages, hours, working conditions, and other employee benefits. Employer may place superior wages,

hours, working conditions and other employee benefits in effect, and may reduce the same to the minimums herein described without the consent of the Union.

Section 23.2. No employee shall be asked to make any verbal or written agreement that shall in any way conflict with this Agreement.

## ARTICLE 24 NO DISCRIMINATION

Section 24.1. No employee shall be discharged for refusing to cross or work behind any primary picket line established by any labor organization at the Employer's premises, nor shall the Union be deemed to be in violation of this Agreement if its members choose to honor any such picket line. It is understood that it shall be a violation of this Agreement for the Union or its Agents to request, instruct or require its members to observe picket lines set up by any other labor organization at the premises of any Employer signatory to this Agreement.

Section 24.2. The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex, age, or disability.

Section 24.3. "Affirmative Action." The parties recognize that in all cases of conflict between Title VII and any provisions of the Contract, or any practice under any provisions of the Contract, Title VII shall prevail.

Section 24.4. Further, if the Employers are required by Executive Order 11246, as amended, and revised Order Number 4, to develop and implement affirmative action programs; and, in the event of any conflict between the provisions of such programs and any provision of this Contract, or any practice under any provision of this Contract, the affirmative action programs shall prevail.

Section 24.5. Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

**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 25 PENSION FUND

**The Trustees shall be directed to merge the Clerk and Meat Pension Plans no later than July 1, 2016. (The parties agree to the merger that took place in July.)**

**The Trustees shall be directed to modify the Plan's accrual rates effective January 1, 2016 to \$30.00 per month for future years of service.**

**The Trustees shall be directed to modify the Plan to provide for the ability of Courtesy Clerks to earn benefit accruals on a prospective basis. For Courtesy Clerks on the payroll as of the date of ratification, the Trustees shall be directed to apply the greater of the current benefit accrual for Courtesy Clerks or the provisions contained herein for each service year whichever is greater. The Courtesy Clerk accrual shall be equal to \$30.00 per month per year for service. Direct the Trustees to amend the Plan to modify plan eligibility for Courtesy Clerks to reflect eligibility with first hour worked effective January 1, 2016 on a prospective basis.**

**Section 25.1. Employer Contributions. Effective the first full month in which the benefit schedule provided for in the Rehabilitation Plan Alternative Schedule attached hereto as Appendix B takes effect, the Employer shall pay eighty nine cents (\$0.89) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Denver Area Meatcutters UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund.**

**In the event the New Hire Benefit goes into effect as provided herein, then effective with hours worked after the adoption of such Benefit, the Employer shall pay an additional ten cents (\$0.10) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) to fund the benefit.**

**Delete the Pension Protection Act (PPA) section in the current Agreement. 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 \$1.25 per hour (based on preceding month hours). Effective December 1, 2016 (November hours), the base contribution rate shall be reduced to \$1.05 per hour. Such reduced contribution shall continue through the payment made in November 2019 (October hours). Effective December 1, 2019 (on November 2019 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 Denver Clerks contracts between the parties, the actuaries are to determine the contribution rate necessary to continue funding current benefits and to maintain PPA green zone status for at least the next ten 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.**

**Section 25.2 Funding Policy: The parties agree to direct the Trustees of the Pension Plan to use their best effort to effect a merger with the Denver Area Meatcutters Pension Fund with the Rocky Mountain UFCW Union and Employers Pension Plan with the**

**objective of accomplishing the merger on or about July 1, 2016, and give full authority to effectuate such merger to the Board of Trustees of the two pension plans without further approval of the parties of this Agreement.**

**Section 25.3** Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from shall be paid out of the Pension Fund.

**Section 25.4** Said Pension Plan and Trust Agreement establishing the Pension Fund have been submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

**Section 25.5** If, for any reason, the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other fringe benefits or wage increases in the amount equal to the cents per hour provided for in this Article for all hours worked at straight-time in lieu of payments into the Pension Fund.

**Section 25.6** The Employer shall be represented by its employees, or some other representative on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

## **ARTICLE 26 BEREAVEMENT LEAVE**

**Section 26.1.** When a regular full-time employee is absent from work for the purpose of arranging for or attending the funeral of a member of his immediate family, the Company will pay him for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three (3) consecutive scheduled workdays, provided that:

1. The employee is on the active payroll on the date of the death of the member of his immediate family, and
2. The employee notifies his supervisor of the purpose of his absence not later than the first (1<sup>st</sup>) day of such absence, and
3. Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day of such death or with the day immediately following the day of such death and is a day during which the employee would have worked had it not been for the absence, and

4. No payment will be made for any day of absence which is later than the day of such funeral, except where the employee attends the funeral at a location where the necessary time for travel extends the absence beyond the day of such funeral, and
5. The employee, when requested, furnishes proof satisfactory to the Company of the death, his relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral, and
6. If a holiday occurs during the three (3) consecutive workdays that the employee is absent to attend the funeral, the employee's pay for the bereavement clause will be reduced by the amount of pay received for the holiday, and
7. If an employee is absent from work due to sickness, accident, or on vacation, the bereavement clause so stipulated above does not apply.
8. The immediate family is defined as the employee's father, mother, step-parents, grandparents, grandchildren, spouse, children, step-child, brother, sister; and father, mother, brother and sister of the then existing spouse.
9. If an employee is notified of the death of his spouse, parent, child, or grandchild while at work, he will be granted the remainder of the day off with pay and such pay shall not offset any funeral leave allowed under this provision.
10. Additional time, without pay, shall be granted as is needed by the employee up to seven (7) calendar days for the above defined immediate family as well as for aunts, uncles, nieces, nephews, step-brother, step-sisters 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 27 UNION VISITS

**Section 27.1.** After notifying the person in charge of the store, representatives of the Union shall have the right to contact the employees during store hours, as long as calls shall not interfere with the employees' work or with service to the customers. The Union Representative may, at the Union's expense, obtain copies of timecards, payroll worksheets and schedules from the store itself. Albertson's will cooperate in good faith to provide disciplinary documents where it is reasonable to do so in Step 1 of the grievance process. The Union expressly agrees that it will not file NLRB charges alleging unlawful failure to provide any information requested at the store itself until at least thirty (30) days following its written request of that information by certified letter to the Company's Industrial Relations Department.



## **ARTICLE 28 DISPUTES PROCEDURE**

Section 28.1. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance. The Employer has no right to file grievances under this grievance procedure.

- Step 1. By conference during scheduled working hours between Steward and/or the Union's Business Representative and/or the aggrieved employees and the Manager of the store.
- Step 2. If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet (or discuss the grievance) within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Store Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis, but not beyond ninety (90) days prior to the date on which the grievance is presented in writing.
- Step 3. If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step 2 meeting, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The Chief Executive Officer of the Union shall have the exclusive right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union. The parties shall forthwith attempt to agree upon an impartial Arbitrator.

Section 28.2. In the event the parties are unable to reach agreement upon the selection of an Arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of five (5) Arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree upon at least two (2) additional geographical areas to submit to the FMCS for purposes of requesting panels of arbitrators. From this panel of five (5) names, each party shall alternately strike two (2) names, the moving party striking first. The remaining Arbitrator from the list shall be the impartial Arbitrator. A finding or award of the Arbitrator shall be final and conclusive upon the parties hereto.

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 the 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.

Section 28.3. The Arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The parties specifically agree that the hearing shall be conducted in accordance with the recognized, formal arbitration practices and procedures. The parties also agree that post hearing briefs shall be written and submitted to the Arbitrator in all discharge and contract interpretation cases unless otherwise mutually agreed to by the parties. In those cases where the grievance is sustained, the responding party will pay the arbitration expenses. In those cases where the grievance is denied, the filing party will pay the arbitration expenses. If the grievance is denied in part and sustained in part, the parties will share the expenses equally.

Section 28.4. The Arbitrator will issue his decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

## **ARTICLE 29 SAVING CLAUSE**

Section 29.1. Nothing contained in this Agreement is intended to violate any federal law, state law, rule or regulation.

Section 29.2. If any section, word or paragraph of this Agreement is declared either illegal or in conflict with any federal law, state law, rule or regulation by any Federal or State Court, Board, or Commission of competent jurisdiction, both parties agree that such section, word or paragraph is hereby amended to conform to the requirements of such Federal or State Court, Board or Commission of competent jurisdiction.

## **ARTICLE 30 UNION SHOP CARD**

Section 30.1. The Union Shop Card is the property of the United Food and Commercial Workers and is loaned to the Employer for display who signs and abides by this Agreement.

Section 30.2. The Shop Card may be removed from any Market by the Secretary of Local No. 7, or his deputy, for any violation of this Agreement, if after compliance with ARTICLE 27, the Employer refuses to accept the decision of the Board of Arbitration should such decision be rendered against the Employer. A copy of this Contract shall be properly displayed along with the Union Shop Card.

**ARTICLE 31  
HEALTH AND WELFARE**

Section 31.1 Trust Fund. The Rocky Mountain UFCW Unions and Employers Health Benefit Trust ("Health Benefit Trust") is a trust fund jointly administered by an equal number of Trustees representing the Employer and the Union. All contributions provided for in this Article will be paid into the Health Benefit Trust. The Trust Fund is to be jointly administered by an equal number of Trustees representing the Employer and the Union. There shall be three (3) Plans of benefits, Plan A, Plan B and Plan C with contributions as provided herein. As a condition of receiving the contributions provided above, the Trustees of the Plan will:

Establish Plan(s) of benefits, which can be supported by the contributions provided in this Agreement, and maintain the Trust in a fully funded status as provided herein and in the Trust Agreement.

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

Section 31.2 Employer Contributions and Benefit Levels - The Employer agrees to contribute the following amounts per month for each eligible employee:

Employees hired on or before June 26, 2005

	PLAN A	PLAN B
Effective June 1, 2009 (May hours)	\$379.02	\$303.21
Effective June 1, 2010 (May hours)	\$447.63	\$358.10
Effective June 1, 2011 (May hours)	\$602.71	\$482.17
Effective January 1, 2012 (December 2011 hours)	\$807.14	\$645.70

Employees hired on or after June 27, 2005

	PLAN A	PLAN B	PLAN C
Effective June 1, 2009 (May hours)	\$326.04	\$260.84	\$164.32
Effective June 1, 2010 (May hours)	\$385.07	\$308.06	\$194.07
Effective June 1, 2011 (May hours)	\$518.48	\$414.79	\$261.30
Effective January 1, 2012 (December 2011 hours)	\$649.33	\$555.47	\$349.93

**Effective December 1, 2016 (November pension hours), in addition to the contributions required herein, a supplemental contribution of twenty (\$0.20) cents per hour times the pension hours for that month shall be contributed to the active health and welfare fund. Such**

**supplemental contribution shall continue through the payment made in November 2019 (October pension hours).**

**Section 31.3 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 April 5, 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. Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer.

**Section 31.4 Enrollment and eligibility:** Effective calendar year enrollment period beginning January 1, 2010, the Plan shall conduct an annual enrollment in accordance with the following procedure.

#### **General Rule**

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

#### **Special Rules**

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

- **Adoption or Placement for Adoption of Dependent** – date of adoption or placement for adoption.
- **Employee or dependent lose coverage under another plan** – must enroll within 30 days (Exception: if loss of coverage is under this Plan, individual has 60 days to enroll under Plan). The effective date of coverage will be the first day of the month following the termination of coverage.
- **Special disenrollment rules that remain in effect:**
  - **Dependent spouse becomes covered under spouse's employer's plan or employment status so that the spouse is no longer eligible to participate in a health plan sponsored or maintained by his/her employer** – Plan must be notified within 60 days of spouse's coverage to discontinue payment of working spouse fee. The cessation of the working spouse fee is prospective only.
  - **Disenrollment** – if dependent loses status as eligible dependent or an employee or dependent becomes covered under another plan – must disenroll within 60 days of event causing loss of coverage or effective date of coverage under another plan. The reduction in the weekly payroll deduction is prospective only.
- **New procedures/rules.**
  - **Administration office will need to do semi-annual verification of continuation of student status of known students plus any child who attains age 19 in the spring and fall of each calendar year.**
  - **For first claim filed by spouse each calendar year, administration office will need to verify working status of spouse and if working, determine if covered by employer's plan.**
- **Continuation of Rule Regarding Special Enrollment Events**
  - **Employees currently enrolled in the Plan shall continue to be enrolled in the Plan unless they make a positive election to discontinue their enrollment or change their coverage. A discontinuation in coverage may be made within sixty (60) days of a special enrollment event as defined by the Plan. Administration Office will need to do semi-annual verification.**

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

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

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

Section 31.5 Initial Eligibility – Part-time employees hired before May 1, 2005 who on April 30, 2005 have met the initial eligibility requirement for benefits under the Trust will continue to be eligible for coverage provided the employee enrolls in the Plan beginning in 2005, and further provided the employee has made the required employee co-premium payment. Such employees shall continue to be eligible for Plan A if such employee was eligible for Plan A on April 30, 2005. Employees who were eligible for and were participating in Plan B on April 30, 2005, shall participate in Plan B until such employee has been covered under such Plan B for 24 months. Thereafter, such employee may advance to Plan A provided they continue to enroll and meet the eligibility requirements of the Plan. Employees hired on or before April 30, 2005, who are not eligible for coverage as of March 26, 2005 shall be required to meet initial eligibility for Plan B, and subsequent eligibility to begin participation in Plan A, as provided in the predecessor agreement which terminated in June 2005.

All part-time employees hired on or after May 1, 2005 shall, beginning the first of the month following 12 calendar months of employment, be eligible to enroll and participate in the Health Plan, on an employee only basis for the first 12 months of coverage, under the Health Plan C. Upon completion of the first (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next (36) months of eligibility under Plan B. Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependents may enroll and participate in Plan A.

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

Section 31.6 On-going Eligibility – After satisfying initial eligibility requirement provisions and enrollment in the Health Plan, the employee must continue to meet the monthly on-going eligibility requirements as a condition of continued participation in the Health Plan. Enrolled employees who work (80) hours in a (4) week month or (100) hours in a (5) week month shall be eligible for coverage on a lag month basis. For the purpose of this Article, hours worked shall include hours paid directly by the Company for holiday and vacation.

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

Section 31.7 Trust Plan Changes. The Trustees on the earliest date possible shall revise the plan of benefits to include:

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

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

#### Health and Care Management

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

- Quality education campaign for all participants
  - Superior participant communications, including robust web tools
  - Superior participant information tools
  - Analytics measuring participation, compliance, and results
  - Very strong comprehensiveness of programs
  - High levels of integration
  - Strong physician behavior change mechanisms
  - Significant levels of medical and drug trend reduction
1. Establish a health risk assessment questionnaire to be completed annually. If employee and spouse complete annually, such employee's co-premium to the Plan shall be reduced \$5 per month for each employee and spouse (max \$10) for that enrollment's calendar year. An HRQ must be completed each year during enrollment to be eligible to receive the HRQ incentive for each year. During the term of this Agreement, the Trustees may, by mutual agreement, reallocate the HRQ incentive amounts provided above.

2. Establish 24-hour nurse call-in line and/or medical decision support.
3. Develop a medical management program that targets high-risk participants with chronic diseases such as diabetes, obesity, asthma and cardiovascular disease. In order to encourage participant engagement in such programs and to enhance the goal of improving health status a series of incentives must be developed.

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

4. Establish free and/or reduced cost educational programs such as:
  - a. Weight management
  - b. Smoking cessation
  - c. High Cholesterol
5. Reduce prescription drug co-pays as shown below for participants taking maintenance drugs (and related supplies which require a prescription) for certain disease states which would include categories of drugs such as:
  - a. Hypertension
  - b. High cholesterol
  - c. Diabetes control drugs
  - d. Asthma
  - e. Glaucoma
  - f. Osteoporosis

Drug Class	Co-Pay
Generic	\$2.50
Formulary Brand	\$10
Nonformulary Brand	\$20

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

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



Service	PPO coverage (In-network)
Mammography	Plan pays 100%
Routine Annual Physical Exam	Plan pays 100%
Well-baby care	Plan pays 100%
Childhood Immunizations	Plan pays 100%
Papanicolaou (Pap) smear and pelvic examination	Plan pays 100%
Prostate specific antigen (PSA) testing	Plan pays 100%
Colonoscopy	Plan pays 100%

Utilize nationally recognized guidelines as a basis for coverage.

**The Trustees of the Plan shall be directed to make the following adjustments to the benefits of the Plan: Effective January 1, 2017, increase the disability benefit cap to \$300.00.**

Section 31.8 Long Term Funding Policy

1. The parties recommend to the trustees that a Minimum Reserve Requirement be established equal to IBNR reserves plus a lag month reserve. The Fund consultants shall calculate the IBNR and lag month reserve requirement at least once every twelve months beginning on (date to be set by trustees) and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants claims run off.
2. If the market value of the assets at any twelve-month review point is ever below the calculated IBNR level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign and/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the 12-month period beginning after the trustee meeting in which the deficiency is first projected.
3. No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.
4. If the Fund consultants cannot agree on a recommended plan of benefit redesign and/or employee co-premium contributions, and the Trustees cannot agree to a corrective action plan, by virtue of deadlock motions, then the trustees must act to adopt the recommended corrective action plan that has the least adverse impact on plan participants, however, one set of Trustees may exercise the Fund's dispute resolution procedure on an expedited basis to determine if other corrective actions must be taken.
5. The minimum reserve target defined above is solely meant to be a "floor". It is not also a "ceiling". That is, no Trustee action is required or expected in the event that reserve levels are above the minimum reserve target.

Section 31.9 Extended Benefits. An employee who has been eligible for benefits for six (6) months or more immediately prior to becoming physically disabled and thereby unable to work, shall continue to be eligible for benefits during his continuing period of disability, up to a maximum of six (6) months.

Section 31.10 Retiree's Benefits. The Employer will contribute eighteen dollars and thirty-four cents (\$18.34) per month per eligible active bargaining unit employee, covered under this Agreement, in the Health Plan to subsidize the self pay costs of providing Health and Welfare benefits to eligible retirees under the Rocky Mountain UFCW Unions and Employers Health Benefit Plan (the "Retiree's Health Plan.").

Effective for employees who retire on or after October 1, 1996, the eligibility requirements for participation in Retiree's Health Plan shall be: Employees retiring on or after October 1, 1996, must have a combined total of 15 years of service and have attained age 50, or be totally disabled, at the time of his termination of employment.

Section 31.11 All employees covered by this Agreement who normally work **ninety six (96) hours in a four week month and one hundred and twenty (120) hours in a five week month** and who have been continuously employed by their Employer for a period of at least one (1) year, shall be entitled to six (6) days sick leave pay in each succeeding anniversary year of employment.

Employees hired on or after June 26, 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 **one hundred forty (140) hours. There shall be no retroactive application of this provision.**

Section 31.11.1. Sick leave shall be cumulative and shall accrue from year to year not to exceed a maximum of sixty (60) days. An otherwise eligible employee shall get no credit toward accumulation of sick leave for any continuous service prior to March 3, 1963, which was the date used for the beginning of accumulation under the sick leave plan instituted by the Employer and the Union in a prior Labor Agreement.

Section 31.11.2. A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee upon returning to work. For employees hired on or before June 25, 2005, said sick leave is to commence **on the second (2<sup>nd</sup>) day's absence**, employees hired on or after June 26, 2005 sick leave is to commence on the **third (3) scheduled workday's absence**, due to sickness or injury (except in the case of occupational injury, in which event sick leave shall commence on the **first (1<sup>st</sup>) day following the injury** which the employee would have worked had the injury not occurred or in the event the employee is hospitalized, or **absent due to outpatient surgery**, in which case sick leave shall commence on the **first (1<sup>st</sup>) workday's absence**) and shall be paid at the rate of one (1) day's pay until such sick benefit allowance is used up. **The waiting period provided herein shall apply for each illness or non-occupational injury.**

Section 31.11.3. For the purpose of this Article, one (1) day's pay shall mean eight (8) hours pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight-time. No employee shall receive pay, under any combination of sick leave and Workmen's Compensation or weekly indemnity which exceeds either eight (8) hours per day or forty (40) hours per week at his straight-time hourly rate of pay. The waiting period herein provided before sick pay commences, shall apply for each illness or injury in case the sick benefit allowance has not been used up in previous illnesses.

Section 31.11.4. Sick leave shall be paid to part-time employees on the basis set forth above on a pro rata of total hours worked during the year preceding the anniversary date as a ratio to two thousand eighty (2,080) hours, but can accumulate only for a maximum of ten (10) years.

Section 31.11.5. Sick leave benefits are not convertible to cash.

Section 31.11.6. Sick leave will be paid only with respect to work missed on a day when the employee would otherwise have worked, and will not be paid on an employee's scheduled day off, holidays, vacations, or any other day on which the employee would not in any event have worked.

## **ARTICLE 32 NON-DUPLICATION OF BENEFITS**

Section 32.1. In the event any law or governmental regulation requires any payment from the Employer for benefits which would replace, supplement or modify the Medical, Surgical and Hospital Service, Dental Plan, Pension Plan or other benefits provided under this Agreement, the amount of such payment shall be deducted from the contributions for such benefits required under the terms and conditions of this Agreement.

## **ARTICLE 33 LEAVES OF ABSENCE**

Section 33.1. Leaves of absence without pay for reasonable periods of up to one (1) year shall be granted by the Employer to regular employees who have completed one (1) year of service for reasons of bona fide illness or disability.

Section 33.2. Leaves of absence without pay for reasonable periods not to exceed six (6) months may be granted by the Employer to regular employees who have completed one (1) year of service for other reasons mutually agreed to between the Employer and the employee.

Section 33.3. The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties 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 the first (1<sup>st</sup>) weekly schedule made up after the Employer's Personnel Department or other Department designated by the Employer and the Union have received notice in writing of the employee's availability, provided the Employer receives such notice no later than Wednesday immediately prior to the Friday

scheduling, except when the employee returns prior to the end of the granted Leave of Absence and, in that event, the employee will be returned in such previous or comparable job as soon as the Employer can reasonably make arrangements to do so.

Section 33.4. All leaves of absence must be requested in writing to the Personnel Department 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 and a copy to the Union.

Section 33.5. Leave of Absence for Care of Newborn or Adopted Child. For employees with one (1) year of continuous service in the bargaining unit, a Leave of Absence for either parent shall be granted without pay for a period of up to twelve (12) months for the purpose of Newborn or Adopted Child Care. The employee shall be guaranteed reinstatement in accordance with their seniority. An employee who wishes to change his or her date of return to work shall notify the Store Director two (2) weeks in advance and shall be returned to work as set forth above. The Leave of Absence for either parent must end no later than twelve (12) months from the date of birth or date of adoption. The Employer may require verification of the parent relationship to the newborn or adopted child.

Section 33.6. Union Leave. 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 Labor Relations for discussion of possible alternatives.

#### ARTICLE 34 MANAGEMENT RIGHTS

Section 34.1. Except as herein clearly and explicitly limited in the express terms of this Agreement, the right of the Company in all respects to manage its business operations and affairs shall be unimpaired.

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 35 NO STRIKE/LOCKOUT PROVISIONS

Section 35.1. It is mutually agreed that there shall be no work stoppage, lockout, corporate campaign activity or other economic action of whatsoever nature taken by either party throughout and during the term of this Agreement.

Section 35.2. It also is recognized that various monies from Local 7 are paid to UFCW International Union 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 36 TRAVEL BETWEEN STORES**

Section 36.1. When an employee is required to travel between stores during his workday, reasonable time spent in traveling between said stores shall be considered as time worked. Required travel between stores in the employees personal vehicle shall be reimbursed at the IRS rate exclusive of travel to and from the employees home.

### **ARTICLE 37 JURY DUTY**

Section 37.1. Employees who have been employed for one (1) year or longer and who are required to report for jury service or serve on a jury on any scheduled workday shall be paid for the number of hours regularly scheduled less any remuneration received by the employee for jury service. Such amount shall be paid up to, but in no event will exceed eighty (80) hours.

### **ARTICLE 38 OFF-THE-CLOCK WORK PROHIBITION**

Section 38.1. 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.

### **ARTICLE 39 WAGE REOPENER**

Section 39.1. If, at any time during the term of this Agreement, Safeway ceases to operate stores in their present format in Casper and new competitors enter the Casper market or present competitors expand their operations, either party may notify the other of its desire to reopen the Collective Bargaining Agreement for the purpose of renegotiating wage rates only. If reopened, the Union shall have the right to strike and the Employer shall have the right to lockout only over the issue of wages.

### **ARTICLE 40 BULLETIN BOARD**

Section 40.1. The Employer agrees to furnish a bulletin board for the use of the Union within each store. Material placed upon the bulletin board shall be restricted to the following types of notices:

- a) Notices of Union recreational and social affairs.
- b) Notices of Union elections, Union appointments, and the results of Union elections.
- c) Notices of Union meetings.

Section 40.2. The bulletin board is not to be used by the Union or its members for disseminating propaganda of any kind whatsoever, and among other things, it shall not be used for the posting of material of a political or controversial nature or for advertising purposes. Any document placed on the bulletin board must be signed by an officer or official representative of the Union.

## **ARTICLE 41 DRUG TESTING**

Section 41.1. Albertson's may require any employee to submit to a drug or alcohol test at Albertson's expense if involved in an accident. 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. Time spent in such testing shall be on Company time, but an employee refusing to submit to a drug or alcohol test shall be considered a voluntary quit.

## **ARTICLE 42 RETAIL MEAT PRACTICES**

Section 42.1. Notwithstanding anything contained herein to the contrary, the Employer shall have the right to obtain and offer for sale fresh, smoked, cured, cooked and frozen meats, poultry, fish or seafood which have been cut, prepared, processed, packaged, weighed and/or priced off the Employer's premises and it is expressly understood and agreed that such shall not constitute a violation of the Agreement. Notwithstanding the preceding sentence, the Employer agrees that no seniority department employee as of the date of ratification (July 16, 2001) shall be laid off or reduced in scheduled hours, up to forty (40) hours per week, as a direct result of the changes or contemplated changes in buying practices resulting from this paragraph. The Employer shall have the right to transfer and/or schedule meatcutters in more than one (1) store, or to a different store, within the bargaining unit as may be necessary to fulfill this obligation, except that the Employer shall not schedule any such employee for split shifts.

Section 42.2. It is understood and agreed that in meeting the job guarantees contained herein the Employer shall have the right to assign any higher classified employee to work in a lower classification.

Section 42.3. The parties further agree that this Article applies to changes in buying practices that involve third-party suppliers, whereas Article 1.4 applies to changes involving the transfer of work to company employees at other locations. This Article will replace the previous Letter of Understanding entered into by the parties in April of 1999, which only applied to beef cuts.

**ARTICLE 43  
SCOPE OF AGREEMENT**

Section 43.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, except as hereinafter provided, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 43.2. THIS AGREEMENT shall be in full force and effect beginning the 24<sup>th</sup> day of July, 2016 and shall remain in full force and effect until 12:01 a.m. the 23<sup>rd</sup> day of November 2019, 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 specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

IN WITNESS WHEREOF, the parties above named have signed their names and/or affixed the signatures of their authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2019.

ALBERTSONS

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

By

  
\_\_\_\_\_

By

  
\_\_\_\_\_

Date

10/9/19  
\_\_\_\_\_

Date

10/9/19  
\_\_\_\_\_



## APPENDIX "A"

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

### Rate Determination:

**Effective upon the 2017 ratification, current employees will enter the newly revised wage scales in the following manner:**

- **Employees making less than the new entry rate per hour will immediately upon ratification receive the new entry rate per hour.**
- **Employees whose current wage is not found on the newly negotiated wage scale and between the new entry rate and the new top rate will be moved to the next higher wage rate from their current pay rate, and they will be required to work in that step for the designated period of time.**
- **Employees whose wage is found in the newly agreed wage scale will move to the same rate in the newly negotiated wage scale and shall receive credit for the hours worked and will progress to the next wage step after finishing the balance of hours.**
- **Notwithstanding the above, APCs at the rates set forth below will go to the following rates/steps in the new progression:**

**Casper: \$8.75 go to \$9.70**

**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.

**The Employer will give recognition to the verified number of hours of actual work experience on a comparable job which a newly hired or transferred employee may have performed within the previous ten (10) years for any other employer in a similar retail grocery operation, or other food operation including the Safeway Cake Commissary. The aforementioned shall include: Independent Floral, Liquor Stores, Independent Bakery, Starbucks, Delicatessen Shops, Pharmacy and King Soopers Fuel Stations.**



**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 before promotion to the hourly rate in the new classification that would give them an increase in their hourly rate of pay.

### CASPER MEAT WAGE SCALE

	<u>Current</u>	<u>Increase</u>	<u>7/24/2016</u>	<u>7/22/2018</u>
<u>Meat Manager</u>	\$16.93	\$0.64	\$17.57	\$17.87
<u>Deli Manager</u>	\$13.52	\$0.30	\$13.82	\$14.12
<u>Butcher Block Supervisor</u>	\$13.52	\$0.50	\$14.02	\$14.32
 <u>Meatcutter</u>				
1st 1040 Hours	\$8.63	\$0.52	\$9.15	\$9.15
Next 1040 Hours	\$9.38	\$0.52	\$9.90	\$9.90
Next 1040 Hours	\$10.10	\$0.52	\$10.62	\$10.62
Next 1040 Hours	\$10.83	\$0.52	\$11.35	\$11.35
Next 1040 Hours	\$11.53	\$0.52	\$12.05	\$12.05
Next 1040 Hours	\$12.27	\$0.52	\$12.79	\$12.79
Next 1040 Hours	\$12.98	\$0.52	\$13.50	\$13.50
Next 520 Hours	\$13.75	\$0.52	\$14.27	\$14.27
Thereafter	\$16.51	\$0.30	\$16.81	\$17.11
 <u>Butcher Block Clerk</u>				
1st 1040 Hours	\$7.30	\$1.70	\$9.00	\$9.00
Next 1040 Hours	\$7.40	\$1.70	\$9.10	\$9.10
Next 1040 Hours	\$7.50	\$1.70	\$9.20	\$9.20
Next 1040 Hours	\$7.75	\$1.70	\$9.45	\$9.45
Next 1040 Hours	\$8.25	\$1.70	\$9.95	\$9.95
Next 1040 Hours	\$8.80	\$1.70	\$10.50	\$10.50
Next 1040 Hours	\$9.35	\$1.70	\$11.05	\$11.05
Next 520 Hours	\$9.80	\$1.70	\$11.50	\$11.50
Thereafter	\$12.40	\$0.30	\$12.70	\$13.00
 <u>Meat Wrapper</u>				
1st 1040 Hours	\$7.30	\$1.70	\$9.00	\$9.00
Next 1040 Hours	\$7.75	\$1.70	\$9.45	\$9.45
Next 1040 Hours	\$8.33	\$1.70	\$10.03	\$10.03

Next 1040 Hours	\$8.93	\$1.70	<b>\$10.63</b>	\$10.63
Next 1040 Hours	\$9.53	\$1.70	<b>\$11.23</b>	\$11.23
Next 1040 Hours	\$10.03	\$1.70	<b>\$11.73</b>	\$11.73
Next 1040 Hours	\$10.53	\$1.70	<b>\$12.23</b>	\$12.23
Next 520 Hours	\$10.85	\$1.70	<b>\$12.55</b>	\$12.55
Thereafter	\$13.57	\$0.30	<b>\$13.87</b>	\$14.17

Service Deli Clerks

1st 1040 Hours	\$7.30	\$1.70	<b>\$9.00</b>	\$9.00
Next 1040 Hours	\$7.40	\$1.70	<b>\$9.10</b>	\$9.10
Next 1040 Hours	\$7.50	\$1.70	<b>\$9.20</b>	\$9.20
Next 1040 Hours	\$7.75	\$1.70	<b>\$9.45</b>	\$9.45
Next 1040 Hours	\$8.25	\$1.70	<b>\$9.95</b>	\$9.95
Next 1040 Hours	\$8.80	\$1.70	<b>\$10.50</b>	\$10.50
Next 1040 Hours	\$9.35	\$1.70	<b>\$11.05</b>	\$11.05
Next 520 Hours	\$9.80	\$1.70	<b>\$11.50</b>	\$11.50
Thereafter	\$12.40	\$0.30	<b>\$12.70</b>	\$13.00

**Effective July 23, 2017, a one-time thirty cents (\$0.30) per hour bonus shall be paid to all active employees (excluding Courtesy Clerks) working at the top (or "Thereafter") pay rate or above for their classification based on the straight-time hours worked in the twelve (12) months preceding July 23, 2017. Payment of the lump sum will be made on or before August 10, 2017.**

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

**Effective July 22, 2018, a thirty cent (\$0.30) per hour rate increase shall be applied to the top rates and above, excluding Courtesy Clerks.**

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

The Meat Manager may elect, within a reasonable time after assignment to that position, to remain in the bargaining unit.

**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 Albertsons/Safeway in our [city, state] store from \_\_\_\_ to \_\_\_\_\_, [year] in the position(s) of \_\_\_\_\_. His/her last straight-time hourly wage rate was \$\_\_\_\_. Mr./Ms. \_\_\_\_\_'s employment was terminated effective \_\_\_\_\_, [year] as a result of the Company's decision to close the [city, state] store for business reasons.

ALBERTSONS MEAT LETTERS OF UNDERSTANDING:

Albertson's agrees to carry forward the specific Letters of Understanding as listed below. Any Letter not referenced below shall be deemed null and void.

1. Amicable Relationship/ADR.
2. Seniority for Transferred Employees.
3. Employee Buyout.
4. ABC Checkoff.
6. **Health and Welfare Contributions.**
7. **Minimum Wage.**
8. **Sushi**

**LETTER OF UNDERSTANDING  
REGARDING AMICABLE RELATIONSHIP**

As evidence of a good faith working relationship between UFCW Local No. 7 and Albertson's, and for the purpose of encouraging Alternative Dispute Resolution (ADR), Local No. 7 agrees to counsel any employee with a complaint(s) and/or allegations 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's 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.

IN WITNESS WHEREOF, the parties above named have signed their names and/or affixed the signatures of their authorized representatives this \_\_\_ day of \_\_\_\_\_, 2019.

ALBERTSONS

By



Date

10/9/19

UFCW LOCAL NO. 7, DENVER COLORADO

By



Date

10/9/19

**LETTER OF UNDERSTANDING  
REGARDING TRANSFERS/SENIORITY  
FOR EMPLOYEES TRANSFERRING INTO BARGAINING UNIT  
CASPER, WYOMING MEAT AGREEMENT**

An employee transferring into the Casper bargaining unit will not have seniority for the first thirty (30) days of employment. After thirty (30) days of employment within said bargaining unit, the employee's seniority will be his original hire date with the Company anywhere.

IN WITNESS WHEREOF, the parties above named have signed their names and/or affixed the signatures of their authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2019.

ALBERTSONS

By

  
\_\_\_\_\_

Date

10/9/19  
\_\_\_\_\_

UFCW LOCAL NO. 7, DENVER COLORADO

By

  
\_\_\_\_\_

Date

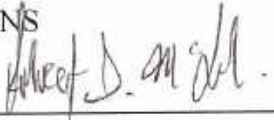
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**LETTER OF UNDERSTANDING "ABC"**

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 make revoke his ABC checkoff authorization upon giving thirty (30) days written notice to the Employer and the Union.

IN WITNESS WHEREOF, the parties above named have signed their names and/or affixed the signatures of their authorized representatives this \_\_\_ day of \_\_\_\_\_, 2019.

ALBERTSONS

By 

Date 10/9/19

UFCW LOCAL NO. 7, DENVER COLORADO

By 

Date 10/9/19

**LETTER OF UNDERSTANDING  
REGARDING EMPLOYEE BUYOUT**

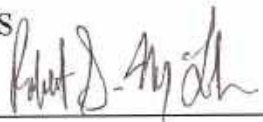
The Employer, at its discretion, may establish a buyout program as follows:

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 than permitted – Go by seniority.
4. Program not subject to Grievance and Arbitration Procedure

IN WITNESS WHEREOF, the parties above named have signed their names and/or affixed the signatures of their authorized representatives this \_\_\_ day of \_\_\_\_\_, 2019.

ALBERTSONS

By

  
\_\_\_\_\_

Date

10/9/19  
\_\_\_\_\_

UFCW LOCAL NO. 7, DENVER COLORADO

By

  
\_\_\_\_\_

Date

10/9/19  
\_\_\_\_\_



**LETTER OF UNDERSTANDING HEALTH & WELFARE  
CONTRIBUTIONS 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 contributions 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 February 1, 2017 (January 2017 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 January 2017. The Plan’s consultant shall thereafter upon 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 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.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2019.

ALBERTSONS

By 

Date 10/9/19

UFCW LOCAL NO. 7, DENVER COLORADO

By 

Date 10/9/19

**LETTER OF UNDERSTANDING  
MINIMUM WAGE**

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

**Bargaining Note:** In applying the provisions of this Letter of Agreement, the parties understand, for example, 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.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2019.

ALBERTSONS

By

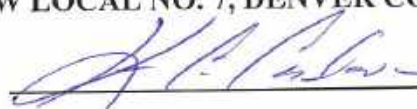


Date

10/9/19

UFCW LOCAL NO. 7, DENVER COLORADO

By



Date

10-9-19

Letters of Understanding  
Sushi

The Union shall remain the sole collective bargaining representative for all existing sushi operations; however, if the Company decides to lease this operation to a 3<sup>rd</sup> party sushi company the Union will not challenge said decision.

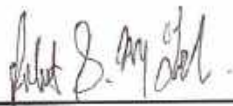
For the purposes of this agreement, it is understood that the Sushi bars which are established by the 3<sup>rd</sup> Parties will be making and selling items similar to those items which were made and sold at the Company's Sushi Bars in addition to other items related to the sale of sushi.

Customers may pay for items at registers belonging to the Company.

The parties understand and agree that the existence of this agreement shall not be used by either party as evidence to support either party's position with respect to any future option that the Company may sublease to a 3<sup>rd</sup> party operator under the meat or clerk agreement.

ALBERTSONS/SAFEWAY

UFCW LOCAL 7

Name: 

Name: 

Date: 10/9/19

Date: 10/9/19