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ALBERTSONS CASPER RETAIL CLERK

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AGREEMENT

Between

ALBERTSONS
(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 and entered into by and between ALBERTSON'S, LLC., hereinafter referred to as the "Employer" and UFCW LOCAL NO. 7, Denver, Colorado, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, hereinafter referred to as the "Union".

WITNESSETH: That for the mutual benefit of the parties hereto, it is expressly understood and agreed that the following shall be the scale of wages, the limitation of hours, and the rules, regulations, and working conditions to be observed by both parties to this Agreement.

ARTICLE 1 - RECOGNITION AND EXCLUSIONS

Section 1.1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including Head Produce Manager, Salad Bar Clerks, Floral Clerks, Floral Department Manager, Liquor Department Employees, Liquor Department Manager, Production Bakers (not already represented by another union), Courtesy Clerks and part-time employees who work regularly eight (8) hours or more per week, employed by the Employer in the grocery store and stores owned and operated by the Employer in the City of Casper, Wyoming and vicinity; excluding Store Directors, one Grocery Manager per store, one General Merchandise Manager per store (hired, promoted, or transferred into the position after August 18, 1995), one Front End Manager per store, Scan Coordinator, Meat Department Employees, Janitors, Parking Lot Attendants, Demonstrators, Watchmen, Guards, Office and Clerical Workers, Professional Employees and Supervisors, as defined in the National Labor Relations Act, as amended.

ARTICLE 2 - UNION SECURITY AND CONDITIONS

Section 2.1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this

Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

Section 2.2. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

ARTICLE 3 - UNION SECURITY WAIVER

Section 3.1. The Union Security Clause, as specified above, being presently contrary to the statutes of the State of Wyoming, is acknowledged by the Employer and the Union as being presently adjudged to be null and void in accordance with said statute. However, should such statute be repealed or amended so as to permit the Union Security Clause set forth above, the Employer and the Union agree that they shall put into full force and effect the provisions for Union Security stated above, in accordance with Article 2, making the Union Security Clause effective upon the earliest date permitted by such enabling legislation and/or court action.

ARTICLE 4 - CHECK-OFF

Section 4.1. The Employer agrees, during the life of this Agreement, to deduct from the net earnings due an employee each week the weekly dues, initiation fees and/or assessments as stipulated on an authorization form which has been signed by the employee and presented to and accepted by the Employer.

Section 4.2. Such authorization shall be entirely voluntary on the part of each employee and shall not include a provision for deduction of fines or assessments. The form utilized for such authorization shall be subject to any limitation required by law or regulation of any authorized governmental agency.

Section 4.3. The Employer agrees to remit such deductions to the Secretary-Treasurer of the Union within ten (10) days after the first pay period of each month.

Section 4.4. 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 5 - CLASSIFICATIONS AND RATES OF PAY

Section 5.1. The classifications and minimum hourly rates of pay shall be as set forth in Appendix "A" attached hereto, and by this reference made a part hereof. Except as otherwise provided, the terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and may reduce the same to minimums herein prescribed without the consent of the Union.

Section 5.2. When an employee is required to perform work in a higher classification, he shall receive the higher rate, based on his experience; but, if required to perform work in a lower classification, he shall retain his regular rate, except in the case of actual demotion, when the employee shall receive pay according to his classification.

Section 5.3. When an employee is designated by the Employer to relieve a department head and is responsible for the department head's full duties for one week or longer, he or she shall receive the department head's rate of pay.

ARTICLE 6 - PROBATIONARY PERIOD

Section 6.1. New employees shall be considered as probationary employees during their first ninety (90) days of work for the Employer, and during such period, may be discharged without assignment of cause and such discharge shall not be subject to the grievance or arbitration procedures set out elsewhere in this Agreement.

Section 6.2. If an employee is retained in the employ of the Employer beyond such probationary period, his seniority shall then date back to his most recent initial date of employment.

ARTICLE 7 - WORKWEEK, WORKDAY AND OVERTIME

Section 7.1. The basic workweek for full-time employees shall be forty (40) hours, to be worked in five (5) eight (8) hour days.

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.

Section 7.2. The basic workday for regular full-time employees shall be eight (8) hours to be worked within nine (9) consecutive hours with one (1) uninterrupted hour off for a meal period which shall be on the employee's own time. By mutual agreement, meal periods of thirty (30) minutes may be scheduled. No employee will work longer than five (5) consecutive hours after reporting for work without the meal period. An employee will only be allowed one (1) meal period during an eight (8) hour shift. This should be scheduled as nearly as practical to the middle of the employee's workday.

Section 7.3. Overtime compensation at the rate of time and one-half (1½x) the employee's base hourly rate of pay shall be paid for all time worked in excess of eight (8) hours in any one (1) day.

Section 7.4. Overtime compensation at the rate of time and one-half (1½x) the employee's base hourly rate of pay shall be paid for all time worked in excess of forty (40) hours in any one (1) workweek.

Section 7.5. It is understood and agreed that overtime compensation shall not be paid twice for the same hours of overtime work. There shall be no compounding and/or pyramiding of overtime pay and/or any other premium pay.

Section 7.6. There shall be no daily split shifts.

Section 7.7. 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.

Section 7.8. No employee shall be scheduled for less than twenty (20) hours in a workweek, if the employee is available or if requested by the individual employee.

ARTICLE 8 - STORE MEETINGS

Section 8.1. All time spent by an employee attending any store meeting where his attendance is required by the Employer shall be paid for at the employee's regular hourly rate of pay including overtime, if applicable, but such time shall not be considered as time worked under the terms and conditions of the Contract.

ARTICLE 9 - REPORTING PAY

Section 9.1. All employees (except Courtesy Clerks) shall neither be called to work nor scheduled less than four (4) hours, provided the employee is available. Courtesy Clerks shall neither be called to work nor scheduled less than two (2) hours. Nothing in this Article shall apply to Store Meetings.

ARTICLE 10 - SUNDAY PREMIUM

Section 10.1. The Employer agrees to pay all Journeymen and above a premium of one dollar (\$1.00) per hour in addition to their regular hourly rate for each hour worked on Sunday. All other employees, except Courtesy Clerks, will receive a premium of seventy-five cents (75¢) per hour for all work performed on Sunday. Weekly overtime shall not be offset by Sunday Premium, except weekly overtime shall be offset by time worked over eight (8) hours on Sunday.

Section 10.2. Courtesy Clerks will receive a Sunday Premium of fifty cents (50¢) per hour.

Section 10.3. The Employer will attempt reasonable accommodation, as required by applicable law, to avoid requiring an employee to work on his Sabbath who, because of his religion, has conscientious objection to working on his Sabbath.

Section 10.4. Sunday work shall be voluntary. In the event insufficient volunteers are found, Albertson's may schedule employees in inverse order of seniority provided there is a proper mix of employees.

Section 10.5. Employees hired on or after June 26, 2005 shall not be eligible for Sunday Premium.

ARTICLE 11 - NIGHT PREMIUM

Section 11.1. One dollar (\$1.00) per hour shall be paid for all work performed between the hours of 10:00 p.m. and 6:00 a.m., in addition to the employee's regular straight-time hourly rate of pay.

This Premium Pay shall not apply when the employee is working at overtime or on Sunday or on a holiday.

ARTICLE 12 - HOLIDAY PAY

Section 12.1. All employees hired on or before June 25, 2005 who have completed their probationary period 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 one (1) personal holiday, which 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 by 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.

All employees hired on or after June 26, 2005 who have completed their probationary period 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, Christmas Day. **Effective in 2017, employees hired on or after June 26, 2005 shall also be paid for Memorial Day and Labor Day.** After two years of service, such employees shall be entitled to one (1) personal holiday, two (2) personal holidays after three (3) years of service and three (3) personal holidays after four years of service, which must be requested two (2) weeks in advance and approved by the Store Manager. 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 12.2. All regular, full-time employees working in the holiday week shall receive pay at the employee's straight-time hourly rate not to exceed eight (8) hours for each of the above seven (7) holidays.

Section 12.3. In addition to the qualifying requirements for all other holidays, the employee must in writing advise the Store Manager at least two (2) weeks in advance of his forthcoming birthday in order to qualify for Holiday Pay. The Employer retains the right to schedule the employee's Birthday Holiday during the week in which the birthday occurs.

Section 12.4. Employees absent on a scheduled workday prior to the holiday or the scheduled workday after a holiday shall not be paid for the holiday unless he has been previously excused from such work by the Employer or unless he was prevented from working due to a bona fide illness or injury. Except for illness, injury or off on paid vacation, the employee must have worked during the holiday week to be eligible for Holiday Pay. Additionally, no employee shall be paid for the holiday who is scheduled to work but does not.

Section 12.5. Part-time employees working during the holiday weeks shall receive holiday pay on a pro-rata basis as follows: The hours worked in the week preceding the holiday shall be divided by five (5) to determine the hours of holiday pay provided, however, that no employee will receive more than eight (8) hours of Holiday Pay.

Section 12.6. An unworked holiday, even though paid for under the terms of this Article shall not be counted as a day worked for the purpose of computing overtime pay in a holiday workweek.

Section 12.7. For employees hired on or before June 25, 2005 all work performed on the holiday shall be compensated for at the rate of one and one-half times (1½x) the employee's straight-time hourly rate of pay in addition to Holiday Pay. Pay for work performed on the holiday shall be at the rate of one and one-quarter times (1¼x) the employee's straight-time hourly rate of pay in addition to Holiday Pay for employees hired on or after September 8, 1991. For non-probationary employees hired on or after June 26, 2005, when a holiday is worked, the employee shall be paid one dollar (\$1.00) per hour worked in addition to the holiday pay provided herein.

Section 12.8. Holiday work shall be voluntary. In the event insufficient volunteers are found, Albertson's may schedule employees in inverse order of seniority provided there is a proper mix of employees.

Section 12.9. In case of conflict between requesting employees, available Personal Holidays shall be granted when requested by seniority. Store management will inform the employee within ten (10) days of the day requested of approval or disapproval.

ARTICLE 13 - VACATIONS

Section 13.1. All regular employees covered by this agreement who were hired on or before June 25, 2005, shall receive one (1) week paid vacation after one (1) year of continuous service, two (2) weeks paid vacation after two (2) years of continuous service, three (3) weeks paid vacation after seven (7) years of continuous service, four (4) weeks paid vacation after thirteen (13) years of continuous service and five (5) weeks paid vacation after twenty (20) years of continuous service.

All regular employees covered by this agreement hired on or after June 26, 2005, shall receive one (1) week paid vacation after one (1) year of continuous service, two (2) weeks paid vacation after three (3) years of continuous service, and three (3) weeks paid vacation after eight (8) years of continuous service.

The Employer will convert the employees' weekly vacation allotment to a daily vacation allotment by multiplying the number of weeks of vacation due by five (5). The hours paid for each day of vacation will be based on the average weekly hours of vacation, as calculated herein, divided by five (5). Employees may be allowed to take vacations one day at a time, subject to approval by the Employer and based on the following requirements:

1. Daily vacation must be requested of the Store Manager in writing by Tuesday prior to the posting of the schedule for the week in which time off is requested.
2. Employees may not receive more than five (5) days vacation pay in any calendar week.
3. Not more than one (1) week (five (5) days) may be taken one (1) day at a time per anniversary year.
4. Weekly vacation requests shall take preference over daily vacation requests.

Section 13.2. For employees who have worked 1000 hours or more during the prior anniversary year, vacation time 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 forty (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.

Section 13.3. An employee who returns after an authorized leave of absence without pay, or who is reinstated after termination, shall be credited with the period of employment occurring prior to his absence unless he received a vacation or vacation pay at the time of leaving which covered his accrued vacation rights up to the date of leaving.

Section 13.4. If an employee, eligible for vacation, is dismissed for drunkenness, dishonesty, or possession or sale of illegal drugs, he or she shall not be eligible for vacation pay.

Section 13.5. Should an employee be on vacation during a week in which one of the Contract holidays occurs, he shall receive pay for that day or an extra day off, providing the holiday is one he would have been paid for had he been on the job.

Section 13.6. Continuity of employment for the purpose of vacation shall be considered as unbroken where a lapse of service due to illness or layoff shall be less than sixty (60) days during the year of employment.

Section 13.7. An employee becomes eligible for his first vacation with pay upon completion of fifty-two (52) weeks of employment. He becomes eligible for subsequent vacations upon completion of fifty-two (52) weeks of employment from his last eligibility date. Normally, his eligibility date will be the anniversary date of his employment date. However, if at any time he is absent without pay, except for illness totaling sixty (60) days, he shall have his eligibility date postponed by a period equal to the time he is absent without pay.

Section 13.8. Vacations shall be allotted on the seniority basis. The employee having the greater amount of service shall have the first choice of the period he or she may desire and to which he is entitled on the basis of completed service. Vacations may be limited to two (2) consecutive weeks.

Section 13.9. All employees who have earned a vacation on the basis of completed service shall receive their pay during the workweek immediately preceding the employee's vacation, if such pay is requested two weeks prior to the beginning of the vacation period.

Section 13.10. In the event a regular full-time employee who has been employed two (2) years or longer voluntarily quits or is discharged for reasons other than dishonesty, drunkenness, fighting, possession of alcohol or illegal drugs, or for being under the influence of illegal narcotics, such employee shall be paid pro-rata vacation pay earned up to the time the employment relationship is severed.

Section 13.11. 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 14 - SENIORITY

Section 14.1. Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date the employee actually reports for work.

Section 14.2. The Employer agrees to make layoffs and recalls on the basis of fitness, ability, availability, job duties and seniority. Where these are reasonably equal, seniority shall prevail, and seniority shall prevail in the entire bargaining unit. When any employee is promoted to a higher classification, he shall be on probation for a period of thirty (30) days.

Section 14.3. AVAILABLE HOURS: A part-time employee may claim weekly scheduled shifts calling for more hours up to and including forty (40) hours per week based on the employee's seniority over other part-time employees provided:

1. The claim is made within the same store, classification, job duties and department, for example: Produce Department, Grocery Department, Night Stock Crew, Day Stockers, Key Persons, etc.
2. The employee shall make his claim in writing to the Store Management within twenty-four (24) hours after the posting of the schedule or such claim shall be waived. The employee whose hours have been claimed then assumes the hours of the claiming employee.
3. No claim can be made unless both parties to the claim are available and have the present skill and ability to perform the type of work being done.
4. Grievances pertaining to the application of shifts claims shall be filed in writing with the Store Management within forty-eight (48) hours of the posting of the schedule. Grievances not filed within this time limit shall be deemed null and void for the week that was scheduled, or any prior week.
5. Employees shall not be allowed to claim overtime, Sunday or Holiday hours under this provision.
6. A senior employee cannot claim a less senior employee's hours if such claim will result in the less senior employee working fewer than sixteen (16) hours in a workweek.

Section 14.4. Nothing contained in this Article shall be construed as a guarantee of daily or weekly hours of work or pay for time not worked.

Section 14.5. Seniority shall terminate for any of the following reasons:

1. Voluntarily 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 of nine (9) months.** For employees hired on or after December 18, 1986, a continuous layoff for a period of six (6) months.

Section 14.6. A regular full-time employee is described as an employee who has been hired as such or scheduled or worked forty (40) or more hours a week for four (4) consecutive weeks, except for employees hired as or advanced to a full-time schedule between June 1st and September 15th.

Section 14.7. An employee who has achieved the status of regular full-time shall retain that status unless he is scheduled for an average of less than forty (40) hours per week for twelve (12) consecutive weeks, at which time he shall be reclassified as part-time.

Section 14.8. A full-time employee who has requested and has been assigned a part-time schedule shall immediately be classified as part-time, except that a full-time employee who consents to a mutual reduction of hours with a less-senior full-time employee, when that employee's hours need to be reduced, shall not be deemed to have requested a part-time schedule.

Section 14.9. When it is necessary to reduce hours in the store, part-time employees performing the job duties affected shall be reduced initially. If all part-time employees in the affected jobs have been reduced to twenty-four (24) hours, the least-senior full-time employee in the affected jobs in the store must have his hours reduced to twenty-four (24) before the hours of any other full-time employee in the affected jobs are reduced unless the affected employees decide themselves to allow a reduction of a full-time employee before the part-time employee is reduced to 24 hours.

Section 14.10. When hours which are on the posted schedule become available due to absenteeism of the scheduled employee(s) and the Employer elects to replace some or all of the vacated hours, or when it is necessary to assign hours of work not on the posted schedule, the Employer will first offer, by seniority, to increase the hours of employee(s) already on the schedule for that day, provided the employees are qualified and no overtime pay results from such replacement hours. If hours are still needed, the store's most senior employee(s) who have indicated in writing their desire for additional hours who are not scheduled or working that day shall be called and offered, by seniority, the necessary replacement hours, provided such employee has the ability to perform the required work, and provided the employee(s) can be contacted at the time the phone call is made, and provided no overtime pay results from such replacement hours.

ARTICLE 15 - REST PERIODS

Section 15.1. All employees shall be granted a rest period of fifteen (15) consecutive minutes prior to their lunch and fifteen (15) consecutive minutes after their lunch period. Employees scheduled to work five (5) hours or less shall be granted a rest period of fifteen (15) consecutive minutes. Employees shall be granted rest periods as nearly as practicable to the middle of the work period as business demands of the Employer permit.

Section 15.2. Effective with the signing of this Agreement, when an employee is required to work more than ten (10) hours in a day, he shall be entitled to a third rest period of fifteen (15) consecutive minutes.

ARTICLE 16 - SICK LEAVE

Section 16.1. All employees, except Courtesy Clerks, covered by this Agreement who normally work one hundred and four (104) hours a month or more and who have been continuously employed by their Employer for a period of one (1) year shall be credited with the equivalent of six (6) days sick leave with pay.

Section 16.2. Unused sick leave shall be cumulative, and after the first year of continuous employment, said employees shall accumulate unused sick leave at the rate of one-half (½) day per month for each month of continuous employment in which they work **ninety-six (96) hours in a four week month and one hundred and twenty (120) hours in a five week month**, but not to exceed a maximum accumulation equivalent to sixty (60) full days.

Section 16.3. A doctor's certificate or other authoritative verification of illness may be required by the Employer.

Section 16.4. All employees shall be advised, at the time he or she notifies the Employer of his or her impending absence if the Employer will require said certificate or verification of illness for employees hired on or before June 25, 2005, said sick leave is to commence after the second (2) day's absence, employees hired on or after June 26, 2005 sick leave is to commence on the third (3rd) full scheduled workday's absence due to sickness or non-occupational injury, and on the first (1st) workday's absence in the event the employee is hospitalized or **absent due to outpatient surgery**, and shall be paid at the rate of one hundred percent (100%) of a day's pay for each workday's absence thereafter until such sick benefit allowance is used up. **The waiting period provided herein shall apply for each illness or non-occupational injury.**

Section 16.5. For the purpose of full-time employees, one hundred percent (100%) of a 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. The waiting period herein provided before one hundred percent (100%) of a day's pay commences, shall apply for each illness or non-occupational injury in case the sick benefit allowance has not been used up in previous illnesses or non-occupational injuries.

Section 16.6. 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 of two thousand and eighty (2,080) hours but can accumulate only for a maximum of ten (10) years.

Section 16.7. Sick leave benefits are not convertible to cash.

Section 16.8. In occupational injury cases wherein the Employer provides substantially equivalent coverage as would be provided under workmen's compensation, payment from the above coverage and sick benefit allowance shall be paid separately, but in the event the equivalent to compensation benefit payment covers all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period. This same rule shall apply to any accident and sickness insurance payments.

Section 16.9. Where an employee is absent due to an occupational injury where no coverage equivalent to workmen's compensation is provided, the employee shall receive his regular compensation from accrued sick leave credit to the extent such sick leave is available.

Section 16.10. Employees who are injured on the job will promptly notify the person in charge of the store and where immediate medical treatment is necessary, will not suffer any loss of pay for their scheduled shift for time spent on that day or for time lost on that day pursuant to the doctor's advice.

Section 16.11. Notwithstanding any provision herein, no employee shall receive more than eight (8) hours in any one workday or forty (40) hours in any one workweek at the employee's straight-time hourly rate for any illness or injury.

Section 16.12. 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.**

ARTICLE 17 - CHECK CASHING RULES

Section 17.1. Written instructions concerning the cashing or acceptance of checks shall be posted on or near the cash register, and failure on the part of an employee to comply with such instructions shall be treated as a violation of store policy.

Section 17.2. New employees shall be given formal notice of policy and instruction referred to above.

ARTICLE 18 – PENSION

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 the plan eligibility for Courtesy Clerks to reflect eligibility with first hour worked effective January 1, 2016 on a prospective basis.

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 18.1. Employer Contributions. For all employees hired on or before June 26, 2005, covered by this Agreement, the Employer shall pay one dollar and fifteen cents (\$1.15 – an increase from \$0.95 based on conversion of bonus) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund.

For all employees hired after June 25, 2005, contributions shall be at a rate of (\$0.48) cents per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid).

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.

Section 18.2. Courtesy Clerk Contributions. Pension contributions will be made on behalf of all courtesy clerks with 10 years or more of continuous service with the Employer. Pension contributions shall be made as set forth above. All hours worked as a courtesy clerk prior to the time contributions are required will count towards pension eligibility and credits.

Section 18.3. The Trustees agree to rebid the Fund Administrator. In the event the Trustees deadlock over a replacement Administrator, the Trustees agree to submit such dispute to expedited arbitration within 60 days following the deadlock. Such arbitrator will be limited to giving a bench decision in the case.

Section 18.4. Long-Term 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 18.5. 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 18.6. 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 18.7. 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 18.8. 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 19 – HEALTH AND WELFARE

Section 19.1. 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:

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

The Trustees shall establish a separate accounting of income and expenses for participants of the Fund who agree in their collective bargaining Agreements to a fixed contribution rate as described below. 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 19.2. 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 June 12, 2012 (May hours)	\$807.14	\$645.70
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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)	\$694.33	\$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 19.3. Employee Co-Premiums: Effective July 1, 2005, 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 19.4. 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.
- Currently 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 19.5. 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. Employee's 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 April 30, 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 (excluding Courtesy Clerks) hired on or after May 1, 2005 shall, beginning the first of the month following 12 calendar months of employment (but not before January 1, 2010 with regard to their eligible dependents), be eligible to enroll and participate in the Health Plan, under the Health Plan C. Upon completion of the first (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 (excluding Courtesy Clerks) 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.

Courtesy Clerks hired on or after May 1, 2005 shall, beginning the later of the first of the month following thirty-six (36) months of employment or attaining the age of nineteen (19), be eligible to enroll and participate in the Health Plan on an employee only basis under the Health Plan C. Upon completion of the first thirty-six (36) months of employee only eligibility under Plan C, such Courtesy Clerks and their eligible dependents may enroll in Plan B. Such Courtesy Clerks shall not be eligible to progress to Plan A.

Section 19.6. 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 19.7. 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 103. 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 19.9. 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 19.10. Courtesy Clerk Coverage. Courtesy Clerks who are qualified for coverage under any other Plan as a dependent are not entitled to benefits under the Health Benefit Trust; except that under the coordination of benefits provision as established by the Trustees, where a Courtesy Clerk is covered as a dependent under any other "Plan," shall be considered the primary carrier and this Health Benefit Trust shall be considered as secondary carrier.

Section 19.11. 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.

ARTICLE 20 - JURY DUTY

Section 20.1. Employees who have been on their Employer's payroll for over one (1) year who are required to report for, or serve on, jury service on any scheduled workday shall be paid a full basic workday's pay for each such day, less any remuneration received by the employee for jury service. Provided, however,

that a day's pay for part-time employees shall be paid for the number of hours regularly scheduled for the employee on the day in question.

Section 20.2. When an employee is excused from jury service, either temporarily or permanently, on any scheduled workday, the employee shall promptly report to complete any remaining hours of his scheduled workday.

ARTICLE 21 - RIGHTS OF MANAGEMENT

Section 21.1. The Employer retains the right to manage the store or stores, to direct the working forces, to make necessary rules and regulations for the conducting of business, providing that said rules and regulations are not in conflict with the terms of this Agreement in any way or manner.

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

ARTICLE 22 - DISCHARGE AND NO DISCRIMINATION

Section 22.1. The Employer hereby agrees not to discriminate against any employee and/or discharge him or her because of membership in the Union and/or for upholding the Union principles; and further, no employee who falls within the bargaining unit shall be discharged without good and sufficient cause.

Section 22.2. The Employer and the Union agree that each will fully comply with the applicable laws regarding discrimination against any employee because of such person's race, religion, color, national origin, sex, age, or disability.

Section 22.3. Use of the male gender herein shall, except as the context requires, be deemed to include the female gender. The Employer will require no employee to take a lie detector test as a condition of employment.

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 23 - CLASSIFICATION

Section 23.1. No employee shall suffer any reduction of present hourly rates due to the adoption or through the operation of this Agreement, nor shall he or she be reclassified to defeat the purpose of this Agreement except through negotiated reductions in wages, benefits, or terms and conditions.

Section 23.2. It is understood between the parties that the terms of this Contract are intended to cover only minimums of wages and other employee benefits. The Employer may place other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

ARTICLE 24 - UNIFORMS

Section 24.1. All caps, uniforms, smocks, aprons, and linens required by the Employer in the operation of the store or stores, shall be furnished and laundered, except for the laundering of wash and wear garments, at the Employer's expense, and such apparel or materials shall remain the property of the Employer.

ARTICLE 25 - STORE VISITATION

Section 25.1. The President of the Union or the Business Representative thereof shall have the right of entering the premises of the Employer for the purpose of interviewing employees except that they shall not be permitted to interfere with the employees' work or service to the customer. The said representatives shall make their presence known to the Manager, or the person in charge in the absence of the Manager, upon entering the premises. 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 Labor Relations Department.

ARTICLE 26 - UNION SHOP CARDS

Section 26.1. The Union agrees to furnish the Employers a Union Shop Card for each retail store covered by this Contract, and such cards shall remain the property of the Union and shall be surrendered on a five (5) day written notice if the Employer is refusing to comply with a final decision of an Arbitrator reached in accordance with the provisions of this Agreement.

ARTICLE 27 - SAVING CLAUSE

Section 27.1. If, during the terms of this Agreement, or during any renewal or extension of the same, any federal or state law is enacted, or any rule or regulation is issued under any federal or state law, which would make compliance by the Union, the Employer, employees, or any of them, with the terms, provisions or conditions of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such laws, rules or regulations. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall continue in full force and effect.

Section 27.2. In the event of any such terms, provisions or conditions becoming inoperative and of no effect, either party to this Agreement may open the same for bargaining only as to substitute provisions, if any, for those provisions made inoperative, upon a thirty (30) day written notice to the other party.

Section 27.3. It is specifically understood that the no-strike and no-lockout provision set forth elsewhere in this Agreement shall remain in effect throughout the term of this Agreement.

ARTICLE 28 - NO STRIKE OR LOCKOUT

Section 28.1. The parties agree that there will be no picketing, boycotting, corporate campaign activity, or other economic action taken by the employees or the Union during the life of this Agreement.

Section 28.2. It shall not be a violation of this Agreement, nor a cause for discipline by the Employer or the Union, for employees covered by this Agreement to cross, or refuse to cross, a primary picket line which has been approved and sanctioned by UFCW Local No. 7.

Section 28.3. 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 29 - DISPUTES PROCEDURE

Section 29.1. 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 29.2. 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.

Section 29.3. 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 29.4. 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 30 - SCHEDULE POSTING

Section 30.1. By noon on Friday of the previous week, management will post the work schedule in each store for the following week in ink, and including the employee's first initial and last name. This work schedule shall not be changed by management for that particular workweek except where the change is predicated on circumstances beyond the control of management such as, but not limited to, sickness, injury, leave of absence, vacation, jury duty, wide fluctuations in volume, Acts of Gods, and so on. 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 30.2. It is the desire of the Employer and the Union to provide full-time employment in the retail food industry for as many employees as is practical within the range of sound employment practices.

Section 30.3. If there is an opening for a regular full-time job, part-time employees in the same department in the store shall be given consideration in seniority order for the opening before any employee is hired from the outside; provided, however, the part-time employee is available for the hours needed and possesses the qualifications to satisfactorily perform the full-time job.

Section 30.4. Nothing in this Article shall be construed to require pay for time not worked, except as required under the Reporting Pay Article elsewhere in this Agreement.

Section 30.5. 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 31 – BEREAVEMENT LEAVE

Section 31.1. Each regular full-time employee or regular part-time employee shall be allowed funeral leave of not more than three (3) regularly scheduled working days off with pay in the event they request such time off in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family. 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.** Funeral leave will be paid only with respect to a workday on which the employee would have otherwise worked, and will not apply to an employee's scheduled day off, holidays, vacations, or any other day on which the employee would not have worked; shall be paid at the employee's regular straight-time hourly rate of pay; and shall not exceed eight (8) hours of pay for any one (1) day of absence or a total of twenty-four (24) hours pay in the event of a death in the employee's immediate family. Funeral leave for regular part-time employees, as defined above, will be prorated upon the employee's average daily hours worked.

Additional time, without pay shall be granted as is needed by the employee up to seven (7) days for the above defined immediate family as well as for aunts, uncles, nieces, nephews, step-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.

Section 31.2. 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. The Employer may require satisfactory evidence confirming the relationship to the deceased person.

ARTICLE 32 - NON-DUPLICATION OF BENEFITS

Section 32.1. In the event that any law or government regulation requires any payment from the Employer for benefits which would replace, supplement or modify the Health and Welfare, Dental, Pension or other benefits provided hereunder this Contract, the parties will upon thirty (30) days notice by either party meet and negotiate new provisions pertaining to such affected benefits.

ARTICLE 33 - LEAVES OF ABSENCE

Section 33.1. Leaves of absence without pay for reasonable periods up to twelve (12) months shall be granted by the Employer to employees who have completed three (3) months of service for reasons of bona fide illness or disability. Pregnancy shall be treated as a bona fide illness or disability.

Section 33.2. Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to regular full-time employees who have completed one (1) year of service for other reasons mutually agreed to between the Employer and the employee. The agreed upon period may be extended an additional thirty (30) days (up to a maximum of sixty [60] days) upon further mutual agreement.

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 on the first (1st) weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability.

Section 33.4. All leaves of absence must be requested in writing in advance (unless physically disabled to the extent that such advance request is impossible) 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.

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

ARTICLE 34 - NO FREE WORK

Section 34.1. It is intended that there shall be no "free" or "time-off-the-clock" work practices under this Agreement. Any employees found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline in accordance with Article 25.

ARTICLE 35 - TECHNOLOGICAL CHANGES

Section 35.1. The parties recognize that automated equipment and technology is now available for the Retail Food Industry. The Employer recognizes there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has the right to avail itself of modern technology. With this common objective, the parties agree as follows:

Section 35.2. In the event the Employer introduces the use of electronic scanners in connection with the Universal Product Code and such action results in a direct, material impact on then employed employees, the Employer agrees:

1. Any retraining of such employees necessary for the operation of such scanners will be furnished by the Employer at no expense to the employee.
2. Where retraining is not applicable the Employer will make every reasonable effort to effect a transfer to another store covered by this Agreement.
3. In the event the employee is not retrained or transferred and is permanently displaced as a direct result of the Employer's introduction of such scanners in conjunction with the Universal Product Code, an employee will be eligible for severance pay in accordance with the following provisions:
 - a. All Journeymen and Apprentice "All Purpose Clerks" with three (3) or more years of continuous service will be eligible for one (1) week of severance pay for each year of continuous service. Maximum severance pay of six (6) weeks pay to be paid on a weekly basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceding displacement, not to exceed forty (40) hours straight-time pay.
 - b. An employee shall be disqualified from severance pay in the event the employee:
 - 1) refuses retraining, or
 - 2) refuses a transfer within a radius of fifty (50) miles of the area covered by this Agreement, or
 - 3) voluntarily terminates employment.

ARTICLE 36 - TRAVEL BETWEEN STORES

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

ARTICLE 37 - BULLETIN BOARD

Section 37.1. 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:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections, Union appointments, and the results of Union elections;
3. Notices of Union meetings.

Section 37.2. The bulletin board is not to be used by the Union or its members for disseminating propoganda 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 38 - MILITARY SERVICE

Section 38.1. 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 hereto, or rulings and interpretations thereof by any authorized court or agency.

ARTICLE 39 - ENTIRE AGREEMENT

Section 39.1. This Agreement contains all of the covenants, stipulations and provisions agreed upon between the parties hereto, and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.

ARTICLE 40 - TIME KEEPING

Section 40.1. 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 41 - UNION STEWARD

Section 41.1. The Union shall have the right to designate one (1) steward per store in which they work, who shall perform his duties with the least possible inconvenience to the Employer. Such steward shall not be discriminated against because of his Union activities. The Store Manager shall be advised in writing by the Union of the name of the steward in his store. The Employer agrees to schedule the Union steward's day off without pay one (1) day per year so the steward may attend a Union steward seminar and in such a manner that the steward shall not suffer a reduction in hours during that week. The Union agrees to notify the Employer at least seven (7) days in advance of such seminar. This benefit shall not exceed one (1) day per store, per calendar year. The Union steward shall sign an attendance record and said record will be mailed to the Personnel Office.

ARTICLE 42 - DRUG TESTING

Section 42.1. 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 43 - TERM 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. Therefore, the Employer and the Union, for the life of this Agreement, 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 not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of neither or both of the parties at the time that they negotiated or signed this Agreement.

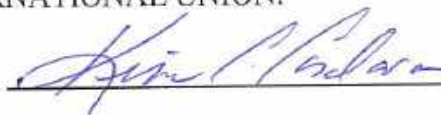
Section 43.2. This Agreement shall be in full force and effect beginning at 12:01 a.m. on the **24th of July 2016** and shall remain in full force and effect until midnight on the **23rd day of November 2019** and shall be automatically renewed from year to year thereafter, unless either party desires 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.

IN WITNESS WHEREOF, the parties above named have signed their names and/or affixed the signature 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 RETAIL CLERK WAGE SCALE

	<u>Current</u>	<u>Increase</u>	<u>7/24/2016</u>	<u>7/22/2018</u>
<u>Produce Manager</u>	\$14.73	\$0.79	\$15.52	\$15.82
<u>Head Clerk</u>	\$14.92	\$0.52	\$15.44	\$15.74
<u>Lobby Supervisor</u>	\$11.53	\$1.50	\$13.03	\$13.33
<u>Head Bakery Clerk</u>	\$11.27	\$1.71	\$12.98	\$13.28
<u>Bakery Manager</u>	\$15.36	\$0.84	\$16.20	\$16.50
<u>Salad Spvstr</u>	\$9.58	\$3.34	\$12.92	\$13.22
<u>Liquor Manager</u>	\$15.28	\$0.30	\$15.58	\$15.88
<u>All Purpose 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	\$7.55	\$1.70	\$9.25	\$9.25
Next 1040 Hours	\$8.00	\$1.70	\$9.70	\$9.70
Next 1040 Hours	\$8.75	\$1.70	\$10.45	\$10.45
Next 1040 Hours	\$9.25	\$1.70	\$10.95	\$10.95
Next 520 Hours	\$11.00	\$1.70	\$12.70	\$12.70
Thereafter	\$14.52	\$0.30	\$14.82	\$15.12
<u>Foliage 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	\$7.60	\$1.70	\$9.30	\$9.30
Next 1040 Hours	\$7.70	\$1.70	\$9.40	\$9.40
Next 1040 Hours	\$7.85	\$1.70	\$9.55	\$9.55

Next 1040 Hours	\$8.00	\$1.70	\$9.70	\$9.70
Next 520 Hours	\$8.15	\$1.70	\$9.85	\$9.85
Thereafter	\$10.26	\$0.78	\$11.04	\$11.34

Bakery Sales Clerk

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	\$7.60	\$1.70	\$9.30	\$9.30
Next 1040 Hours	\$7.82	\$1.70	\$9.52	\$9.52
Next 1040 Hours	\$8.12	\$1.70	\$9.82	\$9.82
Next 1040 Hours	\$8.42	\$1.70	\$10.12	\$10.12
Next 520 Hours	\$8.74	\$1.70	\$10.44	\$10.44
Thereafter	\$10.84	\$1.08	\$11.92	\$12.22

Bakers

1st 1040 Hours	\$8.47	\$1.03	\$9.50	\$9.50
Next 1040 Hours	\$9.25	\$1.03	\$10.28	\$10.28
Next 1040 Hours	\$9.75	\$1.03	\$10.78	\$10.78
Next 1040 Hours	\$10.24	\$1.03	\$11.27	\$11.27
Next 1040 Hours	\$10.85	\$1.03	\$11.88	\$11.88
Next 1040 Hours	\$11.20	\$1.03	\$12.23	\$12.23
Next 1040 Hours	\$11.80	\$1.03	\$12.83	\$12.83
Next 520 Hours	\$12.40	\$1.03	\$13.43	\$13.43
Thereafter	\$14.91	\$0.50	\$15.41	\$15.71

Decorators

1st 1040 Hours	\$7.77	\$1.23	\$9.00	\$9.00
Next 1040 Hours	\$8.00	\$1.23	\$9.23	\$9.23
Next 1040 Hours	\$8.15	\$1.23	\$9.38	\$9.38
Next 1040 Hours	\$8.30	\$1.23	\$9.53	\$9.53
Next 1040 Hours	\$8.45	\$1.23	\$9.68	\$9.68
Next 1040 Hours	\$8.60	\$1.23	\$9.83	\$9.83
Next 1040 Hours	\$8.75	\$1.23	\$9.98	\$9.98
Next 520 Hours	\$9.00	\$1.23	\$10.23	\$10.23
Thereafter	\$11.12	\$0.80	\$11.92	\$12.22

Liquor Clerk

1st 1040 Hours	\$7.77	\$1.23	\$9.00	\$9.00
Next 1040 Hours	\$8.00	\$1.23	\$9.23	\$9.23
Next 1040 Hours	\$8.25	\$1.23	\$9.48	\$9.48

Next 1040 Hours	\$8.40	\$1.23	\$9.63	\$9.63
Next 1040 Hours	\$8.65	\$1.23	\$9.88	\$9.88
Next 1040 Hours	\$9.00	\$1.23	\$10.23	\$10.23
Next 1040 Hours	\$9.55	\$1.23	\$10.78	\$10.78
Next 520 Hours	\$9.95	\$1.23	\$11.18	\$11.18
Thereafter	\$12.27	\$1.22	\$13.49	\$13.79

Non Food Clerk

1st 1040 Hours	\$7.30	\$1.20	\$8.50	\$8.50
Next 1040 Hours	\$7.40	\$1.20	\$8.60	\$8.60
Next 1040 Hours	\$7.50	\$1.20	\$8.70	\$8.70
Next 1040 Hours	\$7.60	\$1.20	\$8.80	\$8.80
Next 1040 Hours	\$7.70	\$1.20	\$8.90	\$8.90
Next 1040 Hours	\$7.80	\$1.20	\$9.00	\$9.00
Next 1040 Hours	\$7.90	\$1.85	\$9.75	\$9.75
Next 520 Hours	\$8.00	\$2.50	\$10.50	\$10.50
Thereafter	\$10.26	\$2.42	\$12.68	\$12.98

Salad Bar

1 st 1040 Hours	\$7.30	\$1.70	\$9.00	\$9.00
2 nd 1040 Hours	\$7.40	\$2.10	\$9.50	\$9.10
3 rd 1040 Hours	\$7.50	\$2.50	\$10.00	\$9.20
Thereafter	\$9.27	\$2.65	\$11.92	\$12.22

Courtesy Clerk

	\$7.45	\$0.20	\$7.65	\$7.65
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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 Front End Manager may elect, within a reasonable time after assignment to that position, to remain in the bargaining unit.

Courtesy Clerks shall not operate cash registers, price merchandise or stock merchandise.

No All-Purpose Clerk hired prior to March 29, 1981 shall suffer a reduction in hours as a direct result of assignment of General Merchandise Clerks; but it is understood and agreed the Employer retains the right to reduce hours of All-Purpose Clerks for reasons other than as a direct result of assignment of General Merchandise Clerks.

Apprentice rate step-ups shall take effect on the Sunday immediately following completion of the required number of hours.

APPRENTICE ADVANCEMENT. When an apprentice employee is due to be advanced on the basis of actual hours of work experience as set forth in this Agreement, and the Employer believes that such employee has not acquired sufficient knowledge, skill, experience and ability to justify such increases, the Employer may, with written prior consent of the Union, jointly request an apprentice evaluation committee, as set forth in the next paragraph, to review the employee and make a determination as to whether a period of up to two hundred-sixty (260) hours additional training is warranted, at the existing classification rate then in effect, for such employee to give the employee an opportunity to improve his performance. At the end of such two hundred-sixty (260) hour period, the employee may either be advanced to the next higher wage classification or be terminated, if such termination is justified under the terms of the Agreement.

Upon request, as set forth in the previous paragraph, an apprentice evaluation committee may be established by the parties as follows: two (2) members appointed by Mountain States Employers Council, Inc., and two (2) members appointed by UFCW Local No. 7. The apprentice evaluation committee will meet with and review any apprentice employee who, in the opinion of the Employer, does not have the capabilities to warrant a classification increase.

The committee shall determine whether additional training is warranted for the employee's classification requirements.

WAGE REOPENER. 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 negotiating wage rates only. If reopened, the Union shall have the right to strike, and the Employer shall have the right to lock out only over the issue of wages.

It is understood and agreed that 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.

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 RETAIL CLERK 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. Transferred Employees – Seniority.
2. Non-Food and General Merchandise Clerks
3. Employee Buyout.
4. Amicable Relationship/ADR.
5. ABC Checkoff.
6. **Health and Welfare Contributions.**
7. **Minimum Wage.**

**LETTER OF UNDERSTANDING
REGARDING EMPLOYEE TRANSFERS / SENIORITY**

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.

SIGNED this _____ day of _____, 2019.

ALBERTSONS

By _____
[Handwritten Signature]

Date _____
10/9/19

UFCW LOCAL NO. 7, DENVER COLORADO,

By _____
[Handwritten Signature]

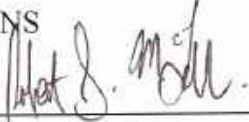
Date _____
10/9/19

**LETTER OF UNDERSTANDING
REGARDING NON-FOOD AND GENERAL MERCHANDISE
CLERKS**

1. Albertson's, LLC. Shall have a classification, NON-FOOD OR GENERAL MERCHANDISE CLERKS. As part of the negotiations resulting in the inclusion of this new classification, it was agreed that Casper employees assigned to such classification will not stock dog food, paper product, detergents, soaps or bleaches.
2. It was agreed that the third paragraph of Article 17, Sick Leave, of the current Agreements shall be interpreted to provide that a doctor's excuse, if required, must be presented before the employee returns to work.
3. It was agreed that Article 33, Funeral Leave, allows employees up to, as required, three (3) regularly scheduled workings days off with pay for funeral leave.

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 "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

Robert S. Aguilera

Date

10/9/19

UFCW LOCAL NO. 7, DENVER COLORADO

By

H. P. Lindas

Date

10/9/19

**LETTER OF UNDERSTANDING
REGARDING EMPLOYEE BUY OUT**

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

SIGNED this ____ day of _____, 2019.

ALBERTSONS

By _____

Date _____

UFCW LOCAL NO. 7, DENVER COLORADO

By _____

Date _____

**LETTER OF UNDERSTANDING
REGARDING AMICABLE RELATIONSHIP**

Letter of Understanding made by and between ALBERTSON'S, LLC., and UFCW Local No. 7 regarding the parties' good faith working relationship and policy to encourage ADR, as follows:

As evidence of a good faith working relationship between UFCW Local No. 7 and Albertson's, and for the purpose of encouraging Alternative Dispute Resolution (ADR), Local 7 agrees to counsel any employee with a complaint(s) and/or allegation(s) of illegal employment discrimination or violation of other state or federal law of Local 7's policy to address and resolve such issues through utilization of the collective bargaining agreement'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.


SIGNED this ____ day of _____, **2019**.

ALBERTSONS

By 

Date 10/9/19

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

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

LETTER OF UNDERSTANDING REGARDING HEALTH AND WELFARE CONTRIBUTIONS

- 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 Robert S. [Signature]

Date 10/9/19

UFCW LOCAL NO. 7, DENVER
COLORADO

By [Signature]

Date 10/9/19

Original Letters of Understanding on file at Albertsons / Safeway Labor Relations.

The Article and Section numbers referenced herein have been modified to correspond to the current Agreement.

**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 3rd 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 3rd 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 3rd party operator under the meat or clerk agreement.

ALBERTSONS/SAFEWAY

UFCW LOCAL 7

Name: 

Name: 

Date: 10/9/19

Date: 10/9/19