

AGREEMENT

between

ALBERTSON'S LLC
Denver, Colorado



2019-2022 CONTRACT

and

UNITED FOOD AND
COMMERCIAL WORKERS,
LOCAL NO. 7

Chartered by the

UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION

THE OFFICES OF LOCAL 7 ARE LOCATED IN THE

UFCW BUILDING

**7760 West 38th Avenue, Suite 400
Wheat Ridge, Colorado
80033-9982**

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Toll Free - 1-800-854-7054

Website: www.ufcw7.org

Colorado Springs Office

**1120 N. Circle Blvd., Suite 140
Colorado Springs, CO 80909-3101
Telephone: 719-528-1572**

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

MEMBERS' OATH & OBLIGATION:

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



Kim C. Cordova, President

Kevin R. Schneider, Secretary-Treasurer

CLERK
AGREEMENT

Between

ALBERTSON'S LLC
(Denver, Colorado)

and

UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL #7, (Denver, CO)

Chartered by the

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION

CONTRACT TO EXPIRE **JANUARY 8, 2022**

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CLERK AGREEMENT

Between

ALBERTSON'S LLC
(Denver, Colorado)

and

UNITED FOOD AND COMMERCIAL WORKERS,
UNION #7, DENVER, COLORADO

Chartered by the

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION

CONTRACT TO EXPIRE JANUARY 8, 2022

THIS AGREEMENT is made and entered into by and between ALBERTSON'S, LLC, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL #7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union."

ARTICLE 1 RECOGNITION AND EXCLUSIONS

Section 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 part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery stores owned or operated by the Employer covered by a Clerks Agreement with the Union on May 1, 1982, and located in the metropolitan area of Denver, Colorado, but excluding all Store Directors, **two** Assistant Store Directors **per store**, General Merchandise Directors (in stores with average sales volume in excess of \$150,000 per week), Office and Clerical Employees, Scanning Coordinators, Janitors, Meat Department Employees, Bakery Production Employees, Demonstrators, Watchmen, Guards, and Professional Employees and Supervisors as defined in the National Labor Relations Act as amended. The non-union stores in Denver as of the date of the ratification of this Agreement shall be accreted into this bargaining unit upon the Union's demonstration, through a card check, of majority status. Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

ARTICLE 2 BARGAINING UNIT WORK JURISDICTION

Section 2. All work and services performed in the bargaining unit connected with the handling or selling of merchandise to the public shall be performed exclusively by bargaining unit members except as provided below. All persons excluded from the Contract as set forth in Article 1, Section 1, may continue to perform duties performed before May 1, 1982.

AUTHORIZED WORK FOR VENDORS

Section 3. Advance or Book Salesman. No advance or book salesmen will be allowed to stock merchandise in the store except as provided in Section 5.

Section 4. Rack Jobbers and Driver Salesmen. All rack jobbers and driver salesmen will make deliveries to the backroom, at which time it will become Bargaining Unit work exclusively, except as provided in Section 5 below.

Section 5. Exceptions. All salesmen or rack jobbers may:

1. Set up promotional displays. A promotional display is a temporary display. It is set up because of special promotional allowances, new products, or is situation or season oriented.
2. Stock merchandise during the time period immediately preceding and the two (2) week period after a new store opening or the reopening of a store after a remodeling.
3. Stock and perform all work in connection with the sale of beverages, herein defined as soda pop, liquid mixes (such as tonic water, soda, Tom Collins), beer, water (seltzer, mineral, flavored sodas), wine (where carried) and non-carbonated fruit juices and juice-flavored drinks packaged in a manner similar to soda pop items, chips and pretzels, Dr. Brown's pop, cookies and crackers, pizza, ice cream, specialty foods, gourmet food, natural food, and greeting cards (and all related products such as bows, wraps, candles, balloons, ribbons), if directly delivered to the store. For purposes of this provision, the product categories as used herein shall be interpreted to include all products delivered by such vendor.
4. All vendors will be allowed to perform three (3) major resets, per section, per store, per year.
5. All vendors may rotate stock, check code dates and remove out of date or damaged merchandise, clean product, shelves and racks, affix coupons or other promotional materials to products, and they may properly realign and display the merchandise left on the shelves.
6. Additionally, all vendors shall be allowed to stock and otherwise maintain any J-hook and clip strips program.

Rack jobbers or driver salesmen who deliver bread or bakery products, dairy products, or magazines, newspapers or paperback books shall be allowed to continue as they have in the past.

It is understood and agreed that exceptions provided in this Section are based solely on the type of merchandise sold by the salesman and not the Union or non-Union status of the salesman.

ARTICLE 3 UNION SECURITY AND CONDITIONS

Section 7. Union Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the

effective date of this Agreement shall, on the thirty-first (31st) date following the effective date of this Agreement, become and remain members 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 thirty-first (31st) day following the beginning of such employment, become and remain members in the Union.

Section 8. For the purpose of Section 7 above, the execution date of this Agreement shall be considered as its effective date.

Section 9. Delinquent Members. Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his membership in the Union in accord with the terms of this Article, the Union agrees to furnish the Employer an itemized copy of the delinquent's account with the Union together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit as described in Section 1 hereof within ten (10) days after the receipt of said written request for discharge, unless, within said ten (10) day period, the delinquent employee pays or tenders his delinquent initiation fee (or uniform reinstatement fee, where applicable) and/or delinquent union dues to an authorized agent of the Union.

ARTICLE 4 CHECK-OFF

Section 10. The Employer agrees to deduct the weekly Union dues (including initiation fees for new employees) and uniform assessments from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his individual check-off authorization upon giving thirty (30) days written notice to the Employer and the Union.

Section 11. The Employer agrees to remit all such deductions to the President of the Local Union within ten (10) days after the last pay period of each month. The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands and liabilities which arise out of, or by reason of, any action which shall be taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 5 NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR DEMOTED

Section 12. When an employee is hired for a job or transferred or promoted or demoted into a bargaining unit job as described in Sections 1, 2, 3, 4, 5 and 6 hereof, the Employer agrees within three (3) days to fill out a mutually agreeable form in triplicate, which advises the employee of his obligation to join the Union. One (1) copy of this form will be given to the employee and one (1) copy will be mailed to the Union in a stamped, addressed envelope provided by the Union.

Section 13. Completion of Forms for Benefits Programs. At the time of hiring, **or otherwise joining the bargaining unit**, the Employer will advise each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. **The Union application forms, furnished by the Union to the Company, will be provided to the employee during the completion of the new hire paperwork.**

Section 14. Off Premise Training. Any employee who has completed his probationary period and who is sent to an off-premise training program shall not have his rate of pay reduced, and, if subsequently reclassified, shall receive the appropriate rate for the new classification. The rate of pay for attendance at the Employer's off-premise training school shall be no less than the minimum hourly rate set forth in the labor Agreement.

ARTICLE 6 RIGHTS OF MANAGEMENT

Section 15. The Employer retains the right to manage the store (or stores), to direct the working forces, to establish reasonable standards of dress, and to make necessary and reasonable rules and regulations of the conduct of the business, providing that the said rules and regulations are not in conflict with the terms of this Agreement in any way.

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 7 DEFINITIONS OF CLASSIFICATIONS

Section 16. For the purpose of this Agreement, the terms set forth below shall have the following meanings:

- a. **DEMONSTRATORS.** The duties of demonstrators shall not include work normally done by employees covered by this Agreement.
- b. **HEAD CLERK.** A Head Clerk is an employee who has been assigned by the Employer to direct or supervise the work of others. The mere fact that two persons work together does not mean that one is a Head Clerk.
- c. **PRODUCE DEPARTMENT HEAD.** A Produce Department Head is defined as the one employee in a store who manages the operation of the Produce Department under the supervision of the Store Director.

- d. HEAD BAKERY SALES CLERK. The Head Bakery Sales Clerk is the employee in each store who is directly responsible to the Employer for the operation of the Bakery Department. This shall not be construed as meaning that the Employer is required to designate a Head Bakery Sales Clerk for the Bakery Department in each store which has a Bakery Department, inasmuch as the Employer may not choose to assign the managerial responsibilities to any employee within the Department, depending on the set-up in the particular store, the size of the Department, etc.
- e. COURTESY CLERK DUTIES. A Courtesy Clerk is an employee whose duties are restricted by this Agreement to the performance of limited duties within specified work areas of the Employer's retail establishments as follows:
 - 1. Maintain the area of the checkstands and customer entrances in an orderly condition through clean-up work, including the removing from inventory and stocking of supply items in the checkstands, which shall not include merchandise offered for sale.
 - 2. Assistance to customers in the unloading, bagging and loading of their orders and in transporting merchandise purchased by them to their vehicles, or in case such merchandise is abandoned, declined, exchanged or damaged, including reworked salvage, returning same to the shelf or point of disposal.
 - 3. The collection of shopping carts and the required cleaning thereof.
 - 4. The sorting, counting and stacking of empty containers, and placing them in the areas designated by the Employer, and the issuing of customer refund slips relating to such returns.
 - 5. The breaking, stacking, and disposing of boxes, and necessary clean-up duties in the compactor area, lounges, restrooms, and customer lounge/eating areas.
 - 6. Performing required "price checks", facing of shelves, and checking of code dates as may be requested by checkers and/or management.
 - 7. Dusting and other cleaning of merchandise and shelves, including the removal of merchandise, and the restocking of the removed merchandise after cleaning, and the hanging and removal of signs and decorations.
 - 8. Throughout the store area, parking lot, Retail Meat Department and Deli Department, the handling of clean-ups, window cleaning, mopping, sweeping of the floor or lot as may be required.
- f. COURTESY CLERK EMERGENCY ADVANCEMENT. If an emergency situation arising wherein the Courtesy Clerk is

prenotified of the fact that he will be paid the Apprentice Clerk starting rate for temporary assignment to a higher classification, as provided elsewhere in this Agreement, there is not violation of the above.

- g. A Nonfood Clerk's duties include, among other things, operation of the courtesy booth and customer service counter. An All-Purpose Clerk who is performing courtesy booth and customer service counter duties as of the date of ratification of this Agreement shall be grandfathered. When such All-Purpose Clerks leave those positions, through attrition, the hours made available may be filled by Nonfood Clerks.
- h. **WORK BETWEEN CLASSIFICATIONS:** It is understood that employees may perform incidental work in another classification without violating this Agreement. It is expressly understood and agreed work in a higher classification shall first be offered to workers in that classification who are in the store and available before lower classified employees are temporarily assigned thereto if the needs arises the same day. In the event the need arises one (1) day or more in advance, the work shall be offered to all workers in the higher classification before lower classified employees are temporarily assigned thereto.

Section 17. New Classifications. If new job classifications not presently in existence are established in the bargaining unit, the parties shall, within thirty (30) days of request by either party, negotiate appropriate wage rates.

ARTICLE 8 RATES OF PAY

Section 18. The minimum wages for the indicated classifications shall be as set forth in Appendix "A" attached hereto, and by this reference made a part hereof.

Section 19. Part-time employment shall be computed in accord with the appropriate hourly rates set forth in Appendix "A" attached hereto, and by this reference made a part hereof.

Section 20. [DELETED]

ARTICLE 9 PRIOR EXPERIENCE

Section 21. In applying Sections 18, 19 and 20 of Article 8 of this Agreement of any newly-hired employee, the Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly-hired employee may have performed 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. **Service in the United States military or National**

Guard shall be given credit for one thousand forty (1040) hours per year of service, capped at four thousand, one hundred and sixty (4160) hours. This section shall only apply to newly-hired employees upon ratification.

Any grievance over recognition given an employee for comparable work experience at the time of his employment must be filed pursuant to the terms and conditions of the grievance procedure of this Agreement (excluding the employee's trial period).

Any employee shall receive upon request to his employer or former employer, the following information: Date of hire, date of termination, total hours worked in retail store unless such hours worked shall exceed six thousand five hundred (6,500) and then such fact shall be stated. The employee must show evidence of employment in the grocery industry before making such request.

**ARTICLE 10
PAY FOR WORK IN HIGHER/LOWER CLASSIFICATION**

Section 22. Except as provided elsewhere in this Agreement, 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.

**ARTICLE 11
NO REDUCTION IN PAY**

Section 23. Unless otherwise agreed between the parties, no employee shall suffer any reduction of present hourly pay because of the adoption or through the operation of this Agreement, nor shall be reclassified to defeat the purpose of this Agreement.

Section 24. The Employer shall not raise or subsequently lower hourly rates of pay for classifications covered by this Agreement without the mutual consent of the Union.

**ARTICLE 12
WORKWEEK**

Section 25. The workweek shall coincide with the calendar week. Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the standard workweek for regular full-time employees.

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.

Upon mutual agreement between the Employer and the employee, a regular full-time employee may work four (4) ten (10) hour days to constitute the standard workweek, except in holiday weeks when the standard workweek, at the Employer's discretion, may be five (5) eight (8) hour days or four (4) eight (8) hour days. Unless modified herein, the provisions of this Agreement shall apply to such standard workweeks.

1. Overtime to be paid for all time worked in excess of ten (10) hours in any one (1) day.

2. Payment for bereavement leave shall not exceed the straight-time hours scheduled per day missed up to a maximum of twenty-four (24) hours' pay.
3. After eight (8) hours of work in a ten (10) hour workday only, the employee shall be entitled to a third fifteen (15) minute break.
4. Payment for jury duty shall not exceed eight (8) hours pay per day missed less what he is paid for serving on the jury. Pursuant to Section 97, the Employer may reschedule employees required to serve on jury duty, including but not limited to, scheduling them five (5) eight (8) hour days.
5. Sick leave pay will be paid, if eligible, and following the full workday absence, if such applies, not to exceed the number of hours scheduled on the day missed.

ARTICLE 13 OVERTIME

Section 26. Overtime compensation at the rate of time and one-half (1-1/2x) the employee's base hourly rate of pay shall be paid under the following conditions:

- a. For all time worked in excess of eight (8) hours in any one (1) day.
- b. For all time worked in excess of forty (40) hours in any one (1) workweek as described above.
- c. For hours worked prior to an employee's scheduled starting time when less than eight (8) hours has elapsed since his last previously scheduled quitting time. (There will be at least eight (8) hours between each employee's scheduled quitting time and his next scheduled starting time.)
- d. For all hours scheduled and worked on the sixth and seventh day in a workweek by part-time employees who work less than forty (40) hours in that workweek. No employee shall be permitted to claim additional hours or schedules which would provide a six (6) or seven (7) day schedule during a workweek.

Section 27. No Pyramiding of Overtime. It is understood and agreed that there shall be no pyramiding of overtime and premium pay for the same hours of work.

ARTICLE 14 SUNDAY PREMIUM

Section 28. Effective beginning July 5, 1987, work performed on Sunday will be paid at time and one-quarter (1-1/4x) the employee's regular straight-time hourly rate of pay, except that Courtesy Clerks will be paid for hours worked on Sunday at their regular rate of pay plus fifty cents (50¢) per hour. The Sunday premium, for hours worked up to eight (8), shall in no instance be offset against any weekly overtime which may be due under subparagraph b of Section 26 because of the fact that the employee worked over forty (40) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is

based in any workweek under Section 26 hereof. Employees hired on or after May 1, 2005 shall not be eligible for Sunday Premium.

Section 29. An employee whose straight-time scheduled shift begins on Saturday and continues beyond midnight on Saturday shall receive Sunday Premium Pay for those hours worked on Saturday, and such shifts in their entirety shall be the first shift of the new workweek.

Section 30. In those situations where an employee's straight-time scheduled shift begins at or after 8:00 p.m. on Saturday and continues beyond midnight on Saturday, the Employer shall not reschedule or reduce the hours of such employee for the sole purpose of avoiding the payment of such Sunday premium, though it is recognized that changes in the schedule may be necessitated by changes in business operations.

Section 31. On the first day of January and on the first day of July of each year (or on the thirtieth (30th) day after the date of ratification of this Agreement), each employee may elect in writing not to be scheduled for Sunday hours. An employee who has made this election shall be excluded from Sunday scheduling except as specified below.

The Employer will schedule those employees who have not excluded themselves as set forth above for Sunday hours within each store and department, considering the job assignment required, and provided the employee normally performs the work required. Should the Employer not be able to staff his schedule requirements through this procedure, qualified employees who have restricted themselves from Sunday work as set forth above shall be assigned the remaining available schedules by reverse seniority, within their respective classifications within each department and store.

On the first day of January and on the first day of July of each year, an employee may cancel in writing his or her prior election to be excluded from Sunday work and will thereafter be considered for Sunday work in accordance with this Agreement.

Section 32. No employee who, because of his or her religion, has conscientious objections to working on his or her day of Sabbath, will be required to work on his or her Sabbath as a condition of employment. If the rights of the employees under this paragraph operate in conflict with the seniority provisions contained elsewhere in this Agreement, the right of seniority shall prevail.

ARTICLE 15 TRAVEL BETWEEN STORES

Section 33. 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 employee's home. No employee will be required to use his personal vehicle to conduct Company business.

ARTICLE 16 NIGHT PREMIUMS

Section 34. A premium of one dollar (\$1.00) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. to all employees (excluding Courtesy Clerks).

All Courtesy Clerks shall receive twenty-five cents (25¢) per hour in addition to the hourly rate for all work performed between the hours of midnight and 6:00 a.m.

Night premium shall not apply where the employee is working at overtime or on Sunday or on a holiday.

ARTICLE 17 HOLIDAYS AND HOLIDAY PAY

Section 35. All employees hired on or before April 30, 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, Thanksgiving Day, and Christmas Day. Such employees shall be entitled to two (2) personal holidays, which must be requested two (2) weeks in advance and approved by the Store Manager.

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.

Section 36. All employees hired on or after May 1, 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: Memorial Day, Thanksgiving Day, and Christmas Day. Effective in 2017, employees hired on or after May 1, 2005 shall also be paid for 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.

Section 37. Commencing in 1984, to be eligible for personal holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. Such holidays must be taken during the respective calendar year. An employee whose employment terminates prior to his having taken his personal holidays shall not be entitled to holiday pay in lieu thereof.

Section 38. All premium shall be paid in accordance with the current contract.

Section 39. Holiday Pay for Full-Time. As pay for an unworked holiday, regular full-time employees will be paid at straight time for the number of hours they

would normally have worked on the day in question, but not to exceed eight (8) hours. If the holiday falls on a day which would normally have been such employee's scheduled day off, he shall be paid eight (8) hours at straight-time as pay for the unworked holiday.

Section 40. Holiday Pay for Part-Time. Holiday pay for part-time employees who have completed their probationary period, and who otherwise qualify, shall be based on the number of hours worked in the calendar week immediately prior to the week in which the holiday occurs, divided by five (5). Provided the employee actually performs work in the calendar week immediately prior to the Holiday week, (unless on vacation or receiving sick pay for time not worked during such week or during the first thirty (30) days of an absence for which an employee is receiving Workers' Compensation) the employee shall not receive less than three (3) hours holiday pay.

Section 41. Qualification for Unworked Holiday Pay. In order to qualify for pay for an unworked holiday, an employee otherwise eligible for such pay under the terms of this Article must work his regularly scheduled day immediately preceding the holiday and his regularly scheduled day immediately following the holiday, unless he has been previously excused from such work by the Employer or unless he was prevented from so working due to a bona fide illness. In any event, the employee must perform work during the week in which the holiday occurs, unless on vacation, or receiving sick pay for time not worked during the week in which the holiday occurs, or during the first thirty (30) days of an absence for which an employee is receiving Workers' Compensation.

Section 42. 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 43. Premium Pay for Holiday Work. For employees hired on or before April 30, 2005 when a holiday is worked, the employee shall be paid the hourly rate set forth in Appendix "A", in addition to the holiday pay provided herein. For non probationary employees hired on or after May 1, 2005, when a holiday is worked, the employee shall be paid one dollar (\$1.00) per hour worked in addition to the holiday pay provided herein.

Section 44. Holiday Scheduling. No later than the second Wednesday prior to the beginning of the week in which a holiday observed hereunder occurs (exclusive of personal holidays), the Employer shall post in each store a holiday volunteer work list. An employee desirous of working the upcoming holiday, in the job assignment, which he normally performs, shall sign such list no later than the Tuesday prior to the holiday week. Signing of another employee's name on such list shall be cause for disciplinary action.

The Employer will select the necessary employees from this list in accordance with seniority and ability within each store and department, considering the job assignment required, and provided the employee normally performs the work required. Should the Employer not be able to staff his schedule requirements through this procedure, qualified employees shall be assigned the remaining available schedules by reverse seniority and ability within their respective classifications within each department and store.

ARTICLE 18 VACATIONS

Section 45. All regular employees covered by this agreement who were hired on or before April 30, 2005 and who have worked eight hundred and thirty two (832) or more hours in their anniversary year, shall receive one (1) week paid vacation after one (1) year of continuous service, two (2) weeks paid vacation after two (2) years of continuous service, three (3) weeks paid vacation after five (5) years of continuous service, four (4) weeks paid vacation after twelve (12) 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 May 1, 2005 and who have worked one thousand forty (1,040) or more hours in their anniversary year, shall receive one (1) week paid vacation after one (1) year of continuous service, two (2) weeks paid vacation after three (3) years of continuous service, and three (3) weeks paid vacation after eight (8) years of continuous service **and four (4) weeks' paid vacation after twelve (12) years' continuous service.**

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.

All vacation shall be paid at straight-time rates. The number of hours for which such employees shall be paid for a vacation week shall be the average number of weekly hours worked during the twelve (12) months immediately preceding the employee's anniversary date of employment not to exceed 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 46. Vacation Pay in Advance. The Employer may pay the employee the vacation pay accrued during the employee's anniversary year either prior to the taking of the vacation (if requested in writing at least two (2) weeks in advance of such vacation) or on the employee's anniversary date.

Section 47. Holiday During Vacation. If any one of the holidays enumerated in Article 17 hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it.

Section 48. A vacation may not be waived by an eligible employee and extra pay received for work during that period, unless agreed by the Union and the Employer. Vacations must be taken during each anniversary year.

Section 49. Vacation Upon Lay Off or Termination. When an employee is laid off, or discharged, or leaves his place of employment, and at said time he is entitled to a vacation, he shall receive his vacation wages at the time of the layoff or discharge, or at the time he leaves his place of employment. Provided, however, that if such employee be discharged for proven dishonesty, he shall not be entitled to any vacation or vacation pay, whether the same has accumulated or not.

Section 49a. In the event a regular full-time employee, covered by this Agreement, who has been employed for two (2) years or longer, voluntarily quits or is discharged for reasons other than proven dishonesty or drunkenness or 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 49b. 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. If a dispute arises between employees as to vacation preference, seniority shall govern within the department, then classification and store. Vacation calendar period commences on March 1 of each year to the last day of February the following year.

ARTICLE 19 SCHEDULE POSTING

Section 50. By 9:00 a.m. on Friday of the previous week, management will post the work schedule in each store for the following week, which schedule shall be in ink and which shall include employee's first initial and last name and which 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 sickness, injury, leaves of absence, vacations, jury duty, wide fluctuations in volume, Acts of God. This clause shall not be construed as preventing management from calling in employees for extra work outside of the posted schedule, or from bringing in additional employees where it appears advisable in the opinion of management.

Section 50a. Any changes in the work schedule will be reflected on the posted schedule at the time the change is made.

ARTICLE 20 MINIMUM DAILY SCHEDULE

Section 51. Employees shall not be scheduled for less than four (4) hours per day, provided they are available for work. Students and Courtesy Clerks shall not be scheduled for less than three (3) hours per day, provided they are available for such work.

**ARTICLE 21
NO FREE WORK**

Section 52. It is intended that there shall be no “free” or “time-off-the-clock” work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline.

**ARTICLE 22
TIME CARDS**

Section 53. Employees shall be required to punch **the time clock** immediately before beginning work and immediately upon ending work. No employee shall have the right to punch for another employee. **Employees shall not be disciplined for any time entry errors caused by equipment or software malfunctions.**

When an employee fails to punch the time clock or the time clock is unavailable time exception forms shall be filled in and signed by both the employee and the Manager.

Any employee **punching the time clock for** another employee or completing the time exception form for another employee shall be subject to immediate discipline **up to and including termination.**

The Employer shall zero out all missed clocking occurrences accrued by employees, as of the date of ratification of this agreement.

**ARTICLE 23
SPLIT SHIFTS**

Section 54. A split shift is defined as two work periods separated by more than a normal meal period, but within eight hours. Notwithstanding the above, store meetings which are covered elsewhere in this Agreement shall under no circumstances be considered a split shift.

**ARTICLE 24
STORE MEETINGS**

Section 55. All time spent by an employee actually attending any store meeting where his attendance is required by the Employer shall be counted as time worked with a minimum of one (1) hour at the applicable rate of pay when an employee is called back for such a meeting. In the event the employee is required to attend more than four (4) meetings per calendar year, the call-in provision in Article 25 shall apply. The Company shall make a reasonable effort to schedule store meetings to inconvenience the fewest number of employees, as business conditions exist.

**ARTICLE 25
REPORTING PAY**

Section 56. Any employee able and available to render required services shall, if called for work, be guaranteed an amount equal to four (4) hours pay at his straight-time of pay. Employees working in two (2) stores of the Employer in any one (1) day shall receive a full day’s pay for such work.

Notwithstanding the above, students and Courtesy Clerks able to render required services shall, if called for work, be guaranteed three (3) hours' pay, provided the employee is able and available to work the three (3) hours.

ARTICLE 26 LUNCH BREAKS

Section 57. Each employee who is scheduled to work in excess of five (5) hours in a day shall receive, on his own time, a one (1) hour lunch period, or, upon mutual agreement between the employee and the Employer, a one-half (1/2) hour lunch period at approximately the middle of his workday. Individual employees' change of lunch period from one (1) hour to one-half (1/2) hour, or vice versa, shall occur only at the beginning of a new work schedule.

Employees' scheduled lunch periods will be set forth on the schedule, but the parties recognize it may be necessary to alter the lunch period schedule due to the needs of the business.

ARTICLE 27 RELIEF PERIODS

Section 58. The Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, as near as practical to the middle of the four (4) hours. Notwithstanding the above, any employee whose work shift is seven (7) hours or more shall receive at least two (2) rest periods. When an employee is required to work ten (10) hours in a day, he shall be entitled to a third relief period.

ARTICLE 28 PROBATIONARY PERIOD

Section 59. The first sixty (60) calendar days of employment shall be considered a trial period, during which time an employee may be terminated for any reason and he shall have no recourse to the grievance or arbitration procedures set forth in this Agreement concerning such termination. This probationary period may be extended an additional thirty (30) calendar days by mutual agreement between the Employer, employee and the Union.

ARTICLE 29 DEMOTION FOR JUST CAUSE

Section 60. Except under the provisions of Section 81, no employee shall be demoted from a higher classification within the bargaining unit without just cause, which includes business needs, except that the third (3rd) person can be demoted without cause.

ARTICLE 30 SENIORITY

Section 61. Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date the employee actually reports for work.

Section 62. Termination of Seniority.

Seniority shall be broken only by the following:

1. Quit
2. Justifiable Discharge
3. Lay-off of nine (9) months for employees with less than two (2) years of service; twelve (12) months for employees with two (2) or more years of services.
4. Failure to return to work in accordance with the terms of a leave of absence.
5. Failure to report for work upon recall after a layoff within five (5) days after date of mailing of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.

Section 63. Seniority Lists. Bargaining unit seniority lists shall be provided to the Union on no more than two (2) occasions during the calendar year, upon request by the Union.

Section 64. Definition of Full-Time Employee. A regular full-time employee is described as an employee who has been hired as such or scheduled or worked forty (40) or more hours a week for four (4) consecutive weeks, except for employees hired as or advanced to a full-time schedule between June 1st and September 15th and between November 15th and January 15th. If the employee who has worked the four (4) forty (40) hours weeks is not the senior employee on the “full-time” list, such employee shall remain in part-time status, and the senior qualified employee in that classification, who has signed the full-time list as provided in Section 76, shall be changed to full-time status.

Section 64a. When a holiday week falls on one of the four (4) consecutive weeks, hours paid for this holiday (not worked) will count in determining if an employee has met the four (4) week, forty (40) hour requirement.

Section 65. Involuntary Loss of Full-Time Status. An employee who has achieved the status of regular full-time shall retain that status unless he is scheduled and works 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 66. Voluntary Reduction to Part-Time. A full-time employee, who has requested a change from a full-time to a part-time status, and has been assigned a part-time schedule, shall immediately be classified as part-time.

Section 67. Promotions. The Employer agrees to make promotions to lesser classified jobs than Head Clerks to the most senior qualified employee. Seniority shall prevail throughout the entire number of stores of the Employer in the area covered by this Agreement.

1. A promotion is an assignment to a classification, which has a higher “journeyperson” or “thereafter” rate than the classification being vacated.
2. An employee desirous of promotion shall make this wish known by submitting a written request form to his then-current Store Director.

Such request must be submitted during the first fifteen (15) days in January (for consideration for promotions necessary from the first workweek in February until the first workweek in August) or the first fifteen (15) days in July (for consideration for promotions necessary from the first workweek in August until the first workweek in February). The Employer will send the Union a copy of the new promotion request list no later than March 1 and September 1 of each calendar year.

3. An employee who is assigned a promotion in accordance with such request shall accept such promotion and shall have his request canceled, and shall not be allowed to submit another request until the next subsequent request period.
4. Any employee who wishes to withdraw such written request may do so in writing to the Store Director at any time before the time when promotion is assigned.
5. The Employer shall not make promotional assignment to employees who are not scheduled to work during the workweek in which the assignment is to begin; nor to any employee in a probationary period.
6. None of the above shall be applicable to emergency situations as set forth in Article 7, Section 16g, or to temporary assignments as set forth in Article 10, Section 22 of this Agreement.

After the Promotion Request List is exhausted, the Company agrees to post at its individual stores notice of openings which may occur for a period of five (5) calendar days so that employees may express their interest for a promotion. If the most senior employee who has signed the job posting does not get the promotion, that employee may request a meeting with the store's Director and one person designated by the store's Director for the purpose of receiving an explanation of the store Director's decision. The employee will also be allowed to have another employee of his choice sit in on that meeting. In no event, however, will either the procedures or the substance of this paragraph be arbitrable.

Anything in the Collective Bargaining Agreement notwithstanding, Section 67, Promotions will not apply to jobs filled by persons with experience entitling them to the second step or higher apprentice rate in a classification and paid at the appropriate contractual rate for such experience.

Section 68. Probationary Period for Promotions. When any employee is promoted to a higher classification, he shall be on probation for thirty (30) calendar days if full-time, forty-five (45) calendar days if part-time. The probationary period may be extended an additional thirty (30) calendar days by mutual agreement between the Employer, employee, and the Union. If an employee is unsuccessful during probation, the employee will be returned to his prior classification with regard to position and status.

Section 69. Minimum Weekly Schedule. No employee shall be scheduled for less than twenty (20) hours in a workweek, if the employee is available.

Section 70. Available Hours. Effective the first Sunday following ratification, the Company agrees to do the following: Except where the provisions

of paragraph 78 are applicable, when hours become available on a new schedule because of increased sales or termination, the Company will assign those hours to all current reduced full-time employees, and to all current part-time employees who have requested additional hours in the store in the affected job classification in seniority order up to forty (40) hours per week, provided that management shall have the right to adequately staff the store consistent with sound business practices and provided the employee is qualified to work the hours available.

Section 70a. Employee Training. An employee may request in writing to be trained in a job function, within his job classification, for which the Employer feels the employee is not currently qualified. After the request is made, the Employer will train within a reasonable time consistent with the business needs of the Employer.

The above training shall be limited within each of the following classifications:

1. Bakery Clerks
2. Courtesy Clerks
3. All-Purpose Clerks with respect to day or night grocery stocking and checking.

Section 71. Additional Hours Request. **Management shall post a weekly additional hours request list for their store /department. Employees interested in working additional hours must sign and designate the days they are interested in working additional hours on such list by midnight of the Saturday prior to the start of the applicable workweek.**

When additional hours become available, management shall contact, in seniority order, employees who have requested to work on the day/shift indicated on the request list and offer them the hours. If the hours cannot be assigned to the employees requesting them, management may fill the hours at its discretion, including assigning those hours to employees who work in different Local 7 bargaining units within the same banner.

Prior to assigning hours to employees from outside the bargaining unit, employees in the home department/bargaining unit shall have priority in shift selections, if qualified. In the event available hours are being filled from outside the bargaining unit, the Company shall honor reasonable requests for training from employees within the bargaining unit who wish to claim such hours.

Nothing in this section shall be construed to require management to assign hours at overtime or to employees who have not made a request to work additional hours.

Bargaining Note: The intent of this provision is not to avoid assigning available hours to current department or bargaining unit employees or to avoid hiring for long term needs. Rather, the intent is to fill unexpected business needs.

The parties agree to meet at least every six (6) months to discuss issues which may arise from the implementation of this proposal.

Section 71a. Additional hours shall include schedules made available by a terminating employee who has been assigned less than a full-time schedule and whose hours the Store Director deems necessary to fill. The employee being assigned the additional hours shall not have the right to accept such hours in part, but shall be obliged to accept the entire weekly schedule as written. It is understood, however, each employee who has made written request for additional hours may revoke such requests by written notice to the Store Director no later than the close of business on Wednesday of the week preceding the week involved.

Section 71b. Written requests for additional hours shall be submitted to the Store Director no later than the close of business on Wednesday to be implemented the following week. When making the request for additional hours, the employees must declare which hours they are not available. Nothing herein shall be construed to require the scheduling of additional hours for any employee which will provide him more than forty (40) hours in a week, or five (5) days of work.

Section 71c. Employees who have requested additional hours, full-time status, or schedule changes in writing as set forth above, shall have until noon on the Saturday following posting of the schedule to take issue with that schedule or his right to take issue shall be waived. Should he raise such issue in timely fashion and should it not be resolved, it shall be subject to the grievance procedure set forth elsewhere in this Agreement. It shall be the responsibility of each employee to make himself aware of the schedule and any changes made therein.

Section 72. Written requests under Section 71 (not including Sections 71a, 71b, or 71c) shall remain in effect until forty (40) hours is achieved or until such request is revoked. Written requests are not transferable from store to store. Full-time scheduled vacancies shall be filled as defined elsewhere in this Agreement.

Section 73. Assignment of Additional or Vacated Hours. When hours not on the posted schedule become needed, or hours on the posted schedule become available (and the Employer elects to fill some or all of these hours) the Employer shall assign those hours, in seniority order, to qualified employees, already at work, who have submitted written requests for additional hours. Such assignment cannot result in a split shift and must be an extension of a current shift which will not result in overtime pay. When these hours cannot be assigned to employees already at work, the Employer shall contact and require the most senior available and qualified employee(s), who have submitted written requests for additional hours, to replace the needed hours.

Section 74. Removal From Additional Hours List. An employee, who has a compelling reason for not reporting, when called for additional hours, shall not be required to do so. However, three (3) failures to report within any consecutive three (3) month period shall result in such employee's name being removed from the additional hours list and he shall be ineligible to resign such list for six (6) months subsequent to its removal.

Section 75. Full-Time Reduced to Part-Time. An employee who has been reduced from full-time to part-time may sign the full-time request list and shall be placed on such list in accordance with his seniority immediately.

Section 76. Full-Time Request List. There shall be established a “full-time request” list. This shall be made up of the names of employees in the bargaining unit who have made written request during the first fifteen (15) days in January (to be effective from the first workweek in February until the first workweek in August) or for the first fifteen (15) days in July (to be effective from the first workweek in August until the first workweek in February) of each year in which they state their wish to receive a full-time assignment, regardless of the hours or shift. Such written request shall be submitted to the designated Employer representative. This request shall remain in effect until the following request period or until assigned full-time.

Section 77. The Employer will send the Union a copy of the “full-time request” list, no later than March 1 and September 1 of each calendar year.

Section 78. Assignment to Full-Time. When an employee who has been assigned a full-time status schedule for the immediately preceding twelve (12) or more weeks is terminated because of quit or discharge, or is transferred by the Employer, or when a new position of full-time is created within an existing store, the job vacancy created by such quit, discharge, transfer or new job creation shall be filled by assignment of the most senior qualified employee in the same classification as the job vacancy who has signed the then-current “full-time request” list, when it is deemed necessary to fill the vacancy. When the new assignment is within ten (10) miles of the store in which the employee is working, the employee so assigned shall be required to fill the new assignment regardless of hours, shift or store location within the bargaining unit. In the event the new assignment is to a store more than ten (10) miles from the store in which the employee is working, the employee may refuse the new assignment, but must so advise the Employer at the time the assignment is offered. It is understood, however, each employee who has made written request for a full-time assignment retains the right to revoke such request by written notice submitted to the designated Employer representative at any time prior to the time he is offered such full-time assignment. If an employee revokes such request, that employee cannot renew his request until the next regular request period. Sections 76 and 78 are intended to maximize the number of hours a senior employee can work, up to and including forty (40) hours per week, but shall not be construed to be a guaranteed workweek.

Section 79. Reduction in Hours. When a reduction in hours is necessary within the store, as opposed to a layoff in the workforce, hours will be reduced from employees in the affected classification who have not requested additional hours in writing as set forth elsewhere in this Agreement, before any reduction shall occur in the employee group which has requested additional hours.

Section 80. Reduction of Full-Time Employees. If, after all part-time employees in the affected classification in the store have either had their hours reduced to twenty-four (24) or have been laid off, it is still necessary to reduce hours in the store, the least senior full-time employee in the affected classification in the store must have his or her hours reduced to twenty-four (24) before the hours of any other full-time employee in the affected classification are reduced, except as otherwise provided below.

For the purpose of this section, the reducing of hours of full-time employees in the All-Purpose Clerk classification, reduction will be made on the basis of three (3)

groupings: Night Stockers, Produce Clerks and all other All-Purpose Clerks. If a reduction of hours has to be made among employees of one grouping, the least-senior full-time employee working in that grouping will be reduced unless he has ninety (90) days of verifiable experience working in one of the other groupings within the five (5) years preceding the date of layoff or has completed training for the job duty in another grouping pursuant to Section 70(a) of the Agreement. In the event the employee has such experience or training, the least-senior full-time employee working in the grouping for which he has qualifications shall have his hours reduced. If the employee to be reduced in grouping is qualified hereunder to work in both other groupings, the least-senior full-time employee in both groupings will have his hours reduced.

Section 81. Layoffs. When a reduction in the workforce is necessary, as opposed to a reduction in hours, the following procedure shall be used:

Layoff will begin in departments (Checker, Courtesy Clerk, Day Stocker, Night Stocker, and Produce for All-Purpose Clerk classifications) in the classification to be affected in reverse seniority order. The affected person shall be notified and given the following options:

- (a) Displacing the least senior employee in the same classification in the store, if the affected employee is qualified for such position,
- (b) Displacing the least senior employee within the same classification within a ten (10) mile radius from the store within the bargaining unit, if the affected employee is qualified for such a position; if the least senior employee within the same classification is outside the ten (10) mile radius, the laid off employee may displace a less senior employee within the same classification within the bargaining unit if the affected employee is qualified for such a position,
- (c) Displacing the least senior employee in a lower classification within the same store,
- (d) Accepting the layoff,
- (e) Employees on medical leave of absence, and subject to layoff, shall be placed on layoff until such time as they are released to return to work. The affected employee shall be given his or her layoff options immediately upon his or her release to work.

Such employee shall receive the rate of pay for any lower classification to which he moves under this procedure.

Section 82. Employees Accepting a Lower Classification. Laid off employees, and employees who accept a job in a lower classification in lieu of layoff, shall be recalled as needed, in order of seniority, to jobs they are qualified to perform. The Employer shall not hire a new employee or promote an existing employee into a position for which a laid off employee or employee who accepts a job in a lower classification is qualified and available to perform.

Section 83. Employees Accepting Layoff. An employee accepting a layoff, rather than accepting a job in a lower classification, may inform the Employer in writing at the time of the layoff of his desire to be recalled to a lower classification,

which was not available at the time of his layoff, and such notification shall be honored when a vacancy occurs. The notice shall specify the lower classification, which was not available at time of his layoff, to which the employee desires recall. It is understood that any employee on layoff from the classification where the vacancy occurs shall have preferential rights to such vacancy.

ARTICLE 31 BID SCHEDULES

Section 84. All-Purpose Clerks, Bakery Clerks, Non-foods or General Merchandise Clerks (exclusive of employees assigned as night stockers, and all probationary employees) may request particular weekly schedules, and schedules which have consecutive days off as may be posted, and be so assigned in accordance with their seniority within their classification within the store by submitting such request in writing, provided they are qualified and available to perform the necessary work. An employee who has made such election as outlined above shall retain the schedule, providing the schedule continues to be available. Such elections are to be implemented commencing the first Sunday of January, April, July, and October of each year.

After six (6) months of work on a night stocking crew, All-Purpose Clerks shall have the rights expressed above based on seniority to request particular weekly schedules.

ARTICLE 32 UNSCHEDULED OVERTIME

Section 85. Unscheduled Overtime Hours. Daily overtime not previously scheduled shall be offered in seniority order within the department, the classification and the store, to the employees present when the need for overtime arises. Nothing herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended or part-time employees may be called in without overtime penalty. Hours unclaimed under this procedure may be assigned in reverse order of seniority among those employees within the department within the classification within the store present when the need for overtime arises.

Overtime assignments of four (4) hours or more may be filled by calling employees, in seniority order, within the classification and the department on their non-scheduled day without violating this Section.

ARTICLE 33 TRANSFER FROM STORE TO STORE

Section 86. Transfers from Store to Store. Transfers from store to store shall not be made or denied for capricious, arbitrary or discriminatory reasons. Full-time employees desiring a transfer to another store within the bargaining unit, in order to be near their residence, may indicate their desire for transfer in writing to their Store Director. Such transfer requests will be considered at the time an opening occurs within their classification and status.

ARTICLE 34 NEW STORE LANGUAGE

Section 87. In the event of the opening of a new store within the bargaining unit (not a replacement of an existing store), the following procedures shall apply:

1. At least four (4) weeks prior to the opening of a new store, the Employer will post a sheet in each location for interested employees to sign if desirous of a transfer to the new location. The sheet shall remain posted for at least ten (10) days.
2. Job openings either at the new store or created by transferring employees at their former store shall first be filled by employees on layoff in the classification of the vacancy before any new employees are hired or current employees are promoted.
3. Employees who have signed the new store transfer request sheet shall be given consideration based on their qualifications and the requirements of the store. It is understood that the Employer may move employees from its own competitive stores which may be impacted by the new store opening before consideration of other employee desires.
4. In the event the Employer opens new stores within the geographical area of this Agreement, as set forth in Article 1, not less than sixty percent (60%) of the initial staffing of the new store shall be made by employees covered by this bargaining agreement, if available.

ARTICLE 35 LEAVES OF ABSENCES

Section 88. Sickness, Injury or Pregnancy. Leaves of absence shall be granted for up to eighteen (18) months without pay when an employee with three (3) months of continuous service is unable to work because of bona fide sickness, accident, disability, or pregnancy. However, in the event such an employee is unable to return to work at the end of eighteen (18) months of his leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to duties within his classification within the said additional period.

Section 89. Personal Leaves. Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service for other reasons mutually agreed to between the Employer and the employee. Personal leaves may be extended at thirty (30) day intervals up to a maximum of sixty (60) days by mutual agreement between the Employer and the employee.

Section 90. Military Leave. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for **services in the Uniformed Services, as defined by USERRA or any applicable law**, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency. **Eligible employees will be entitled to seniority, and all rights and benefits based on seniority, as provided by law.**

Section 91. Union Leave of Absence. 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 a 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.

Section 92. 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 93. Leave of Absence for Family Care. A family care leave, without pay, shall be granted, upon request by an employee for a total of up to six (6) consecutive months within a two (2) year period. The employee requesting the leave must have a minimum of one (1) year's continuous service in the bargaining unit at the time of the request. The employee shall be guaranteed reinstatement in accordance with their seniority at the end of their leave. Any employee who wishes to change his or her date to return to work shall notify the Store Director two (2) weeks in advance of the date they intend to return. The purpose of this leave shall be to care for seriously ill family members. For the purpose of this leave, "family members" shall be:

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

The employee shall be required to present satisfactory evidence of serious illness of the family member, the expected duration of the absence, and the reason for the employee's involvement.

Section 94. Request for Leave of Absence. All leaves of absence must be requested in writing to the Store Director unless the employee is physically disabled to the extent that such advance request is not possible and shall state: (1) the reason, (2) the date leave is to begin, and (3) expected date of return to work. Leaves of

absence shall be granted in writing in advance and a copy shall be given to the employee.

Section 95. Returning from Leave of Absence. 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, provided the notice of intent to return to work is received prior to 9:00 a.m., Wednesday of the week preceding the next available schedule.

ARTICLE 36 BEREAVEMENT LEAVE

Section 96. Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family, and/or for grieving. Such time off with pay shall in no event exceed three (3) regularly scheduled working days, and the amount of such paid time off actually granted shall normally depend upon the distance involved. The immediate family is defined as the employee's father, mother, step-parents, grandparents, grandchildren, spouse, **common-law spouse, an individual in a civil union with that employee if recognized by State law**, children, step-child, brother, sister; and father, mother, brother and sister of the then existing spouse. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

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-brothers, step-sisters, **co-parents, fiancés/fiancées** and grandparent of the then existing spouse.

Bargaining Note: For unique circumstances, the Company and the Union will meet to discuss any additional needs for leave under this section.

Section 97. If an employee is notified of the death of his spouse, parent, child or grandchild while at work, he shall be granted the remainder of day off and paid for scheduled work hours that day. This shall not be counted as part of the above three (3) days. The Employer may require satisfactory evidence confirming the relationship to the deceased person.

ARTICLE 37 JURY DUTY

Section 98. Whenever any employee covered by this Agreement is required to serve on a petit jury during his regular working hours, the Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received from the Employer in straight-time pay had said jury duty not prevented him from being at work. On any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the court for at least eight (8) hours

jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which he served and was compensated for jury duty by the court on that day. The Employer may require a statement from the court certifying attendance.

ARTICLE 38 SICK LEAVE

Section 99. All employees covered by this Agreement, (Courtesy Clerk coverage set forth below) who normally work one hundred four (104) hours a month or more and who have been continuous employed by the Employer for a period of one (1) year shall be credited with the equivalent of six (6) days' sick leave with pay.

Employees hired on or after May 1, 2005 who have completed one (1) consecutive 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 and one hundred twenty (120) hours in a five week month. Such credit shall be determined by dividing the actual hours worked for such month by one hundred sixty (160) hours (in a four week month) or two hundred (200) hours in a five week month times two (2). Unused sick leave shall not exceed a maximum accumulation of **two hundred forty (240) hours. Said sick leave is to commence:**

- **on the third (3rd) full workday absence for sickness or non-occupational injury;**
- **on the second (2nd) workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of ninety-six (96) hours but less than one hundred ninety-two hours, and;**
- **on the first (1st) workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred ninety-two (192) hours.**

Section 100. For all employees, any employee ineligible for first or second day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation accrued pursuant to Section 45 or unused personal holidays as payment for such employee's first or second day sick time, at the employee's election. **Notwithstanding other requirements to use personal holidays or unused and accrued vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certification or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.**

Courtesy Clerks who normally work or are scheduled forty (40) hours per week shall be eligible for sick leave benefits.

Unused sick leave shall be cumulative, and after the first year of continuous employment, said employees shall accumulate unused sick leave at a rate of one-half (1/2) day per month for each month of continuous employment in which they work ninety-six (96) hours in a four week month and one hundred and twenty (120)

hours in a five week month, but not to exceed a maximum accumulation equivalent to sixty (60) full days.

A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the second (2nd) full workday's absence, employees hired on or after May 1, 2005 said sick leave is to commence on the third (3rd) full scheduled workday's absence for sickness or non-occupational injury, and on the first (1st) workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated an excess of **one hundred ninety-two (192)** hours sick leave 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. There shall be no retroactive application of this provision.

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 benefits allowance has not been used up in previous illnesses or non-occupational injuries.

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

Sick leave benefits are not convertible to cash.

Any unused sick leave which an eligible employee has accumulated under prior contract sick leave plans shall be credited to him for use hereunder provided the total accumulation under said prior contract sick leave plans, and the plan herein provided shall at no time exceed the limit provided in the third paragraph of this Section.

Section 99 of this Article is subject to the following conditions: All qualifying periods of employment and/or requirements as to hours of employment per month relate to employment in the employ of this particular Employer and employment by any other Employer cannot be added together to determine if an employee qualifies or meets the requirements.

Section 101. Safe Leave. The parties recognize that, in accordance with Colorado law, employees may request and take up to three working days of leave from work in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault or the victim of any other crime. In accordance with law, the employee must give reasonable notice to his or her department manager, when possible.

In addition to the requirement of the law, the Company agrees to allow employees, upon their request, to use any available sick time, vacation or personal holidays for work time missed during such leave.

**ARTICLE 39
SAFETY**

Section 102. The Company and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program by working safely, being continually alert so they may prevent injury to themselves, fellow employees, and our customers. Employees are responsible for reporting any safety hazards immediately to store management so that they may be addressed in accord with the Company safety program.

Section 103. The Company agrees that, when required by its safety program or applicable law, it is obligated to provide the following safety items:

1. Appropriate Personal Protective Equipment (PPE), as outlined in SDS sheets, including but not limited to, any cleaning of restrooms;
2. Floor mats, if needed, where they do not compromise safety and or the ability to clean and sanitize;
3. Fall protection equipment and other appropriate health and safety devices when required by OSHA rules.

Section 104. The Company agrees that it shall provide safety training, as required by applicable law or by its safety programs at the time of hire, when employees change positions (if required) and through its store Safety Champions monthly program. The Company further agrees to maintain records of all such training, for each employee, and such records shall be made available within a reasonable amount of time with written request by the Union.

- No employee shall operate, be permitted to operate, or directed to operate a Powered Industrial Truck (PIT) prior to completion of training in PIT operation. The Company shall be responsible to track the expiration date of their PIT training for re-certification. Without required PIT training, employees may only operate hand jacks.
- No employee shall operate, be permitted to operate, or directed to operate a cardboard baler prior to completion of training in baler operation.
- No employee shall operate, be permitted to operate, or be directed to operate a trash compactor prior to completion of training in compactor operation.
- Employees agree that they will not operate PIT if their training certification has expired.

Nothing in this section shall be construed to limit or replace any rights or remedies available to employees under Workers Compensation or other applicable law or regulation. Employees shall report all injuries immediately and complete the required reporting procedures paperwork required of them by store management.

Section 105. The President of the Union, or a designee, shall have the right to visit any of the Company's covered places of business in order to ensure

a safe work environment in accordance with Article 44 Section 118 of the retail labor agreement. The President of the Union, or a designee, shall follow all applicable health and safety regulations, including but not limited to hair restraints, attire, personal belongings and beverages/food throughout the store.

Section 106. The Employer agrees that each store will have a Safety Committee that can be made up of managerial and non-managerial employees from the store. The Safety Committee will meet at least once a month. The Store Director may designate one employee per store to act as a Safety Champion. The Company will encourage the Safety Champion to attend the monthly safety meeting with all Safety Committee members.

Section 107. Master Safety Committee. The Employer and the Union will jointly set up a Master Safety Committee, made up of two (2) members from the Union and two (2) members from the Company, to discuss and work toward resolving safety issues in the workplace.

The Master Safety committee will meet periodically, and no less frequently than once per quarter, to review workplace safety matters. The parties will discuss and work toward resolving safety in the workplace.

In addition, the Company and the Union agree that they will continue to discuss and jointly address safety related issues and/or questions about the Company's safety program in good faith.

ARTICLE 40 INJURY ON JOB

Section 108. When an employee is injured on the job there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

ARTICLE 41 CHILD CARE DISCOUNT PROGRAMS

The Employer agrees to participate with United Food and Commercial Workers, Local No. 7 on discount programs established with local child care facilities.

ARTICLE 42 FLEXIBLE BENEFIT PLANS

The Employer agrees to participate in a Child Care Flexible Benefit Plan. The administrator of the Plan shall be selected by the Employer.

ARTICLE 43 HEALTH AND WELFARE COVERAGE

Section 109. **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 110. Employer Contributions and Benefit Levels - The Employer agrees to contribute the following amounts per month for each eligible employee:

“Up to” increase on January 1, 2021.

Changes effective June 1	Current	2019 – Hours worked in first month following ratification	January hours payable in February 1/1/2020	January hours payable in February 1/1/2021
Plan A Hired Before 3/26/2005	\$ 807.14	\$863.64	\$924.09	\$988.78
Plan A Hired After 3/27/2005	\$ 694.33	\$742.93	\$794.94	\$850.59
Plan B Hired Before 3/26/2005	\$645.70	\$690.90	\$739.26	\$791.01
Plan B Hired After 3/27/2005	\$555.47	\$594.35	\$635.95	\$680.47
Plan C Hired After 3/27/2005	\$349.93	\$374.43	\$400.64	\$428.68

The “up to” rates for 2021 will be determined as following:

1. Using the latest financial data available as of September 1, 2020, co-consultants will develop a forecast through 12/31/2021.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31/2021 that is below the target reserve level (average of 1.4 months of expense for the 12 months ending 12/31/2021, plus IBNR at 12/31/2021), then the employer contributions will be increased effective January 2021 so that the ending reserve will be equal to the target reserve.
4. In no event will the increase in the employer contributions rates exceed 7.0%. In no event will the 2021 employer contribution rate be less than the 2020 employer contribution rate.
5. Co-consultants will work together to develop increases that are as close as possible. In the event co-consultants develop materially different estimates, the lowest increase will be implemented while Trustees

resolve the differences between the two estimates of the co-consultants. Any arbitration concerning the differences between the two estimates shall be held not more than sixty (60) days following deadlock.

Agreed upon trend:

Year	2019	2020	2021	2022
PPO Medical	6.5%	6.5%	6.5%	6.5%
Prescription Drug	8.0%	8.0%	8.0%	8.0%
Dental	4.0%	4.0%	4.0%	4.0%
Vision	3.0%	3.0%	3.0%	3.0%
Year	2019	2020	2021	2022
Time Loss	0.0%	0.0%	0.0%	0.0%
Year	2019	2020	2021	2022
Kaiser Premium	6.5%	6.5%	6.5%	6.5%
Medicare Advantage	5.0%	5.0%	5.0%	5.0%
Life Premium	0.0%	0.0%	0.0%	0.0%
Provider Access Fees	Actual	Actual	Actual	3.0%
Stop Loss Premiums	Actual	3.0%	3.0%	3.0%
Administration	Actual	3.0%	3.0%	3.0%
Investment Income	2.0%	2.0%	2.0%	2.0%

Section 111. 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. Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer.

Effective January 1, 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.

Section 112. 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 113. 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 2004.

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 114. 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, vacation, jury duty, bereavement leave and sick pay.

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

Section 115. Trust Plan Changes. The Trustees on the earliest date possible shall revise the plan of benefits to include:

- 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.
- 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.
- Adopt the long term funding policy contained herein.
- 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.
- 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.

The Long Term Funding Policy provisions of the parties' collective bargaining agreement are suspended for the period of the date of ratification (May 2, 2012) through and including September 12, 2015.

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.

Trust Plan Changes: The Trustees of the Plan shall be directed to make the following adjustments to the benefits of the Plan:

Effective January 1, 2016, increase the disability benefit cap to three hundred dollars (\$300.00).

Effective January 1, 2020, Plan B’s dental benefit shall become identical to the dental benefit for Plan A. Effective January 1, 2020, any employee and their dependents who are enrolled in Plan B shall receive the improved dental benefit.

Section 116. 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 117. 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 118. 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 119. 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 44 NON-DUPLICATION OF BENEFITS

Section 120. 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 45 PENSION

The Trustees shall be directed to merge the Clerk and Meat Pension Plans no later than July 1, 2016.

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 of service. Direct the Trustees to amend the Plan to modify plan eligibility for Courtesy Clerks to reflect eligibility with first hour worked effective January 1, 2016 on a prospective basis.

At the trust meeting set no more than six (6) months prior to the expiration of the 2015-2019 contract, the actuaries are to determine the contribution rate necessary to continue funding current benefits and to maintain 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 121. Employer Contributions. For all employees hired before March 6, 2005, covered by this Agreement, the Employer shall pay one dollar and five cents (\$1.05) 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 March 5, 2005, contributions shall be at a rate of forty-eight cents (\$0.48) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid).

Though no contributions are required on Courtesy Clerks, except as set forth below, they shall be granted past service credits.

Effective January 1, 2010 (December hours) for all employees covered by this Agreement, the Employer shall pay eighty-two cents (\$0.82) 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. **Effective November 30, 2015, the supplemental contribution contained therein**

shall cease. Effective December 1, 2015, the base pension contribution rate for all contracts shall be increased to one dollar and twenty-five cents (\$1.25) per hour (based on preceding month hours). Effective December 1, 2015 (November hours), the base contribution rate shall be reduced to one dollar and five cents (\$1.05) per hour. Such reduced contribution shall continue through the payment made in November 2018 (October hours). Effective December 1, 2018 (November hours) the base contribution rate shall return to one dollar and twenty-five cents (\$1.25). At the trust meeting set no more than six (6) months prior to the expiration of the 2015-2019 contract, the actuaries are to determine the contribution rate necessary to continue funding current benefits and to maintain PPA green zone status for at least the next ten (10) 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 increase the accrual rate 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 basis set forth above.

The Trustees shall be directed to modify the Plan's accrual rates effective January 1, 2016 to thirty dollars (\$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.

Effective February, 2020 (January hours), the Employer contribution rate will be increased by \$0.25 per hour. Effective February, 2021 (January hours), the Employer contribution rate will be increased by an additional \$0.10 per hour.

In addition to those increases, at the time of the completion of the 2020 Pension Protection Act certification, the co-actuaries will calculate the 2019 market return and the Employer shall make a conditional lump sum contribution based on all pension contribution hours, (not to include Courtesy Clerks), worked during the period January through December 2019.

- i. If the return is equal to or exceeds 10.25%, no conditional lump sum contribution shall be required.
- ii. If the return is equal to or exceeds 9.25%, but is less than 10.25%, a \$0.05 additional contribution per hour shall be required.
- iii. If the return is equal to or exceeds 8%, but is less than 9.25%, a \$0.10 additional contribution per hour shall be required.
- iv. If the return is less than 8%, a \$0.15 additional contribution per hour shall be required.

The payment will be made within 60 days following completion of the 2020 Pension Protection Act certification.

Delete the Pension Protection Act (PPA) section in the current Agreement. Effective November 30, 2015, the supplemental contribution contained therein shall cease. Effective December 1, 2015, the base pension contribution rate for all contracts shall be increased to \$1.25 per hour (based on preceding month hours). Effective December 1, 2015 (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 2018 (October hours). Effective December 1, 2018 (on November 2018 hours) the base contribution rate shall return to \$1.25.

Section 122. Courtesy Clerk Contributions. Pension contributions will be made on behalf of all Courtesy Clerks with ten (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 123, 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 124. 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 125. 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 126. 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 127. 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.

Section 128. The Employer will direct its trustee to expedite the adoption of new prohibitive employment rules which restrict employment while drawing pension.

ARTICLE 46 DISCHARGE AND NO DISCRIMINATION

Section 129. The Employer hereby agrees not to discriminate against any employee or discharge him because of membership in the Union and/or for

upholding Union principles; and further, no employee who falls within the bargaining unit shall be discharged without good and sufficient cause. Employees may not wear buttons, patches, or any other type of insignia while at work unless it is worn in connection with a recognized and Company-sponsored promotion or is requested by the Store Director for business reasons. Employees shall be allowed to wear one (1) Union button of normal size.

Section 130. The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex, age or disability.

Section 131. Use of the male gender herein shall, except as the context requires, be deemed to include the female gender.

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

ARTICLE 47 UNION REPRESENTATIVE VISITATION

Section 132. The President or the Business Representative of Local #7, shall have the right of entering the premises of the Employer for the purpose of interviewing employees, except such representatives shall not in any way interfere with or disrupt any employee's production or ability to service customers. The said representative shall make their presence known to the Director or the person in charge in the absence of the Director, when possible, upon entering the premises. The Employer shall, upon request of an authorized Union Representative, furnish satisfactory evidence to ascertain whether employees are being paid in accordance with the terms of this Agreement and review with the Union Representative the facts giving rise to disciplinary action. It shall be the Union Representative's obligation at all times to gather any and all payroll, schedules and timecard information relevant to a written grievance from the Store itself. The Store Director shall provide this relevant information to the Union Representative within seventy-two (72) hours after the request (exclusive of Saturdays and Sundays).

ARTICLE 48 UNION STEWARD

Section 133. The Union shall have the right to designate two (2) Stewards per store (stores that employ over one hundred (100) clerks may have three (3) Stewards, and stores that employ over one hundred seventy-five (175) clerks may have four (4) Stewards) in which they work who shall perform their duties with the least possible inconvenience to the Employer. Such Stewards shall not be discriminated against because of their Union activities, and such Stewards shall have top seniority for the purpose of layoff in that store. The Store Director shall be advised in writing by the Union of the name of the Steward(s) in his store.

Section 134. The Employer shall schedule Union Stewards off without pay one (1) day per year for the purpose of attending a Union seminar. Schedules shall

be arranged so that Stewards will not suffer any loss in pay. The Company agrees to adjust the Union Steward's work schedule to allow them to attend an annual Union Stewards' conference.

Section 135. Employees Rights to Union Representation. When an employee is involved in a disciplinary interview where the probable result of such interview will be the imposition of disciplinary action, the employee may request Union representation.

ARTICLE 49 DISPUTE PROCEDURE

Section 136. 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.

Section 137. Step 1. By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the Director of the store.

If the issuance of a verbal/written warning is grieved, the Union will notify the Employer of the same. If the grievant is disciplined further, or otherwise adversely affected, and the verbal/written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated.

Section 138. 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 discharge the time limits shall be fourteen (14) days.) The Employee designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. Within thirty (30) days of the Union's receipt of a written response from the Company to the written grievance, the Union Representative and the Grievant will contact the appropriate Company Representative by conference phone call. 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 Director 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. This ninety (90) day retroactive liability shall not be applicable to situations covered by Article 9, Section 21, paragraph 2.

Section 139. 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 parties shall forthwith attempt to agree upon an impartial arbitrator.

Section 140. 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.

The parties agree to conduct quarterly grievance resolution meetings (alternating between the Company's headquarters and the Union's offices) for the purpose of attempting to resolve outstanding grievances between the parties. The parties will reach agreement on a hearing date for otherwise arbitrable grievances requested to be set for arbitration by the Union within 60 days of the Union's request to set such a hearing date. The parties specifically agree that the actual hearing itself may occur outside of this 60-day period, but within six (6) months from the date the Union has requested such a hearing date. The parties can extend such deadlines by mutual agreement.

Section 141. 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 Employer will pay the arbitration expenses. In those cases where the grievance is denied, the Union will pay the arbitration expenses. If the grievance is denied in part and sustained in part, the parties will share the expenses equally. The arbitrator will issue a decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) calendar day time limit may be extended by mutual agreement between both parties.

Section 142. In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred, up to Two Hundred Dollars (\$200.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to Two Hundred Dollars (\$200.00) to the refusing party.

ARTICLE 50 NO STRIKE OR LOCKOUT

Section 143. During the life of this Agreement, there shall be no lockout, strike, picketing, boycotting, stoppage of work, anti-Company publicity, corporate

campaign activity, or other economic action of whatsoever nature against the Company.

It is understood that it shall be a violation of this Agreement for the Union or its Agents to require its members to observe picket lines set up by any labor organization at the premises of the Company.

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 51 STORE CLOSING

Section 144. Severance Pay Upon Termination When Store is Sold or Closed. In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one week's pay for each year of continuous service commencing with the third (3rd) year of continuous service for employees, up to, but not to exceed eight (8) weeks pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee will receive pro-rata severance pay for that year as follows:

0-3 months equals twenty-five (25) percent of a week's pay

3-6 months equals fifty (50) percent of a week's pay

6-9 months equals seventy-five (75) percent of a week's pay

Over 9 months equals one week's pay

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary lay-off or termination.

Section 145. The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) full months following termination on an hourly basis in direct relationship to the severance pay received for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

Section 146. All monies due employees, including severance pay, shall be paid in a lump sum upon termination.

Section 147. An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) days period, if he has not been recalled, he will be paid severance pay and forfeit his seniority. Any extensions of this ninety (90) days period must be agreed upon in writing and signed by the employee, a representative of the Union and the Employer. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

Section 148. If an employee is offered a transfer or other employment with the Employer within forty (40) miles of the store in which he was last working and

he refuses to accept the transfer or other employment with the Employer he forfeits his rights to severance pay and pensions and health and welfare contributions.

Section 149. If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

Section 150. The Employer agrees to give to the employees and the Union four (4) weeks notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer until the plant or store closes, or forfeit his rights under this Article, unless mutually agreed to by the employee, Employer and Union.

Section 151. No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation or remodeling, then this Article shall not apply.

Section 152. It is understood and agreed that employees can exercise their rights under the Layoff Article; however, if they bump a person in another store that is not being closed, the person bumped shall not be subject to the store closing provisions of this Article.

Section 153. The Company will not challenge any unemployment claim of employees, provided there is no dispute that the employee engaged in conduct prior to the store closure that would have resulted in the employee's termination, even if the Company discovers information leading to the dispute after the store closure.

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

ARTICLE 52 BULLETIN BOARD

Section 154. The Employer will provide bulletin board space for the posting of official Union notices.

ARTICLE 53 UNION STORE CARDS

Section 155. The Union Store Card is the property of the UFCW and is loaned to the Employer for display. Said card may be removed from the store by the Union if the Employer refuses to comply with a final decision of an arbitrator reached under the provisions of this Agreement.

**ARTICLE 54
LIE DETECTOR TESTS**

Section 156. The Employer shall not require any employee to submit to a polygraph examination.

**ARTICLE 55
UNIFORMS/EQUIPMENT**

Section 157. The Employer agrees to provide all required uniforms and laundry service for all required caps, uniforms, smocks, aprons, towels and rags, except for laundering of wash and wear garments. The employee agrees to exercise care in the use of Company property and equipment.

Section 158. Courtesy Clerks shall be allowed to wear shorts May 1 to October 1.

**ARTICLE 56
SAVING CLAUSE**

Section 159. If, during the term 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 condition 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 effect date of any such law, rule or regulation. The remainder of this Agreement not in conflict with any said laws, rules or regulations shall continue in full force and effect.

Section 160. In the event any such terms, provisions or conditions become 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.

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 57
APPRENTICE ADVANCEMENT**

Section 161. 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 must either be advanced to the next

higher wage classification, or be terminated, if such termination is justified under the terms of the Agreement.

Section 162. 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 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.

Section 163. The committee shall determine whether additional training is warranted for the employee's classification requirements.

ARTICLE 58 TECHNOLOGICAL CHANGES

Section 164. **The parties recognize that a well-trained workforce is beneficial to employer and employees alike. As technological changes are occurring at a rapid pace, such changes may have a dramatic impact on both employees' careers and the employer's business. In the event the Employer introduces technological changes that impact bargaining unit work, they shall meet to discuss the changes, their anticipated impact on the workforce, and any other subjects relating to or arising from the technological change in question and the affected employees.**

In addition, the Employer agrees to discuss the following:

- i. Any retraining necessary, for a comparable position and subject to the applicable seniority provisions.**
- ii. Where retraining is not feasible, the Employer shall make every effort to transfer all affected employees to another department, another store, or other employment, within a reasonable geographic area of the employee's existing position or, solely at the employee's election, their residence.**
- iii. In the event the employee is not retrained or transferred and is separated from employment as a result of technological changes, the Company and the Union will discuss using a placement service.**
- iv. To the extent that technological change results in the loss of bargaining unit work or positions, the Employer shall discuss implementing such change gradually, to allow for the natural attrition of employees through voluntary separation or retirement, with the intention that no employee, who is employed as of the date the Employer notifies the Union of its anticipated technological change, is involuntarily separated from their employment.**

In the event the employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes as defined above, the employee will be eligible for severance pay in accordance with the following provisions:

- a. **All employees, excluding courtesy clerks, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of ten (10) week's pay to be paid on a lump sum basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceding displacement, not to exceed forty (40) hours' straight-time pay.**
- b. **An employee shall be disqualified from severance pay in the event the employee:**
 - i. **Refuses retraining**
 - ii. **Refuses a transfer or other employment within a radius of forty (40) miles.**
 - iii. **Voluntarily terminates employment.**
- c. **In the event an employee is eligible for a severance payment pursuant to the provision, the employee will execute a Release Agreement provided by the Company prior to receipt of such severance payment.**

ARTICLE 59 REMEDY FOR ERRORS

If an error is made by management in the application of the provisions of Article 2 (Bargaining Unit Work Jurisdiction), Article 7 (Definitions of Classifications), Article 17, Section 44 (Holiday Scheduling), Article 30 (Seniority - with the exception of Sections 62, 67, 68, 69, 80, 81, 82, 83, and 84), Article 31 (Bid Schedules), or Article 32 (Unscheduled Overtime) resulting in a lost work opportunity for the aggrieved employee, and the affected employee immediately files a grievance with the Union and Albertson's Labor Relations Department, the employee shall be made whole by being permitted to work the number of hours lost. Such hours shall be above and beyond the posted schedule. The employee shall advise management anytime after the next schedule is finalized for the workweek of their desire to exercise their right to work the additional hours. An aggrieved employee may not demand such remedy on an overtime or premium pay basis if the alleged violation occurred on what would have been straight time for such employee. The employee must exercise this right to work within four (4) weeks of the settlement of error with the employee or such right shall be forfeited and no further remedy shall be required. In the event of a subsequent violation in the same store of the same article within six (6) months of a previous violation, the employee shall be eligible for monetary damages.

ARTICLE 60 ENTIRE AGREEMENT

Section 165. 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 61
TERM OF AGREEMENT

Section 166. 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 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 referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

THIS AGREEMENT shall be in full force and effect beginning 12:01 a.m., **January 13, 2019** and shall remain in full force and effect until midnight on **January 8, 2022** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

IN WITNESS WHEREOF, the Parties above names have signed their names and/or affixed the signature of their authorized representatives this ___26th___ day of ___August___, **2020**.

ALBERTSON'S LLC.

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

By: Frank Jorgensen

By: Scott C. Adams

CLERKS AGREEMENT

APPENDIX "A"

(Denver, Colorado)

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.

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 in the same wage schedule in which the employee was working immediately prior to their assignment into management or promotion into the classification from which they are being demoted, stepping down or laid off. In determining the proper progression level for an employee demoted, stepping down, or laid off from a classification with a higher "thereafter" hourly rate to a classification with a lower "thereafter" hourly rate, such affected employee shall be placed in the appropriate progression level in the rate schedule referenced in this paragraph based on their experience in the newly assigned classification, regardless of whether such assigned rate results in a reduction in hourly rate. In determining prior experience hereunder, the Employer will give recognition to the verified number of hours of actual work experience in the same classification which said employee may have performed for the Employer and the verified number of hours of actual work experience on a comparable job which said employee may have performed within the previous ten (10) years for any other employer in a similar retail grocery operation. **In the case of an employee who has been in their current position for 2 years or more and is allowed to step down, in no event will the reduction, if any, be more than three (3) progression steps. Employees above the "thereafter" rate shall be reduced, if applicable, from the "thereafter" rate.**

Promotions, new hires and new entrants into the bargaining unit

Employees who are promoted to a different classification shall not receive a reduction in their hourly rate of pay if when promoted to such classification they are being paid an hourly rate of pay greater than the minimum, unless they are above the "thereafter" hourly rate in which case they will immediately be paid the "thereafter" hourly rate. When such employee is paid less than the "thereafter" hourly rate, prior to receiving an increase in their hourly rate of pay, they must work 1,040 hours at their current rate, **or the hours they had left in their step prior to promotion, whichever is less**, before promotion to the hourly rate in the new classification that would give them an increase in their hourly rate of pay.

Albertsons Retail Clerks

		1/13/2019	1/12/2020	1/10/2021
<u>Produce Manager</u>	-	\$ 20.77	\$ 21.12	\$ 21.47
<u>Head Clerk</u>	-	\$ 19.81	\$ 20.16	\$ 20.51
<u>Lobby Supervisor</u>	-	\$ 16.56	\$ 16.91	\$ 17.26
<u>Head Bakery Clerk</u>	-	\$ 19.20	\$ 19.55	\$ 19.90
Non Food Clerks (employed prior to 5/6/79)		\$ 17.76	\$ 18.11	\$ 18.46
<u>Fresh Cut Supervisor</u>	-	\$ 18.14	\$ 18.49	\$ 18.84
-	-			
<u>All Purpose Clerk</u>	-			
1st 1040 Hours		\$ 11.75	\$ 12.25	\$ 12.35
Next 1040 Hours		\$ 12.00	\$ 12.50	\$ 12.60
Next 1040 Hours		\$ 12.25	\$ 12.75	\$ 12.85
Next 1040 Hours		\$ 12.55	\$ 13.00	\$ 13.10
Next 1040 Hours		\$ 14.00	\$ 14.00	\$ 14.00
Next 1040 Hours		\$ 14.80	\$ 14.80	\$ 14.80
Next 1040 Hours		\$ 15.80	\$ 15.80	\$ 15.80
Next 520 Hours		\$ 16.80	\$ 16.80	\$ 16.80
Thereafter		\$ 18.81	\$ 19.16	\$ 19.51
<u>Foliage Clerk</u>	-			
1st 1040 Hours		\$ 11.75	\$ 12.25	\$ 12.35
Next 1040 Hours		\$ 12.00	\$ 12.50	\$ 12.60
Next 1040 Hours		\$ 12.25	\$ 12.75	\$ 12.85
Next 1040 Hours		\$ 12.50	\$ 13.00	\$ 13.10
Next 1040 Hours		\$ 13.00	\$ 13.50	\$ 13.60
Next 1040 Hours		\$ 13.50	\$ 14.00	\$ 14.10
Next 1040 Hours		\$ 14.00	\$ 14.50	\$ 14.60
Next 520 Hours		\$ 14.50	\$ 15.00	\$ 15.10
Thereafter		\$ 16.23	\$ 16.58	\$ 16.93
<u>Bakery Sales Clerk</u>	-			
1st 1040 Hours		\$ 11.75	\$ 12.25	\$ 12.35
Next 1040 Hours		\$ 12.00	\$ 12.50	\$ 12.60
Next 1040 Hours		\$ 12.25	\$ 12.75	\$ 12.85
Next 1040 Hours		\$ 12.50	\$ 13.00	\$ 13.10
Next 1040 Hours		\$ 13.00	\$ 13.50	\$ 13.60
Next 1040 Hours		\$ 14.00	\$ 14.00	\$ 14.10
Next 1040 Hours		\$ 15.50	\$ 15.50	\$ 15.50
Next 520 Hours		\$ 16.00	\$ 16.00	\$ 16.00
Thereafter		\$ 17.39	\$ 17.74	\$ 18.09

		1/13/2019	1/12/2020	1/10/2021
<u>Non Food Clerk</u>	-			
1st 1040 Hours		\$ 11.75	\$ 12.25	\$ 12.35
Next 1040 Hours		\$ 12.00	\$ 12.50	\$ 12.60
Next 1040 Hours		\$ 12.25	\$ 12.75	\$ 12.85
Next 1040 Hours		\$ 12.50	\$ 13.00	\$ 13.10
Next 1040 Hours		\$ 13.00	\$ 13.50	\$ 13.60
Next 1040 Hours		\$ 13.50	\$ 14.00	\$ 14.10
Next 1040 Hours		\$ 14.00	\$ 14.50	\$ 14.60
Next 520 Hours		\$ 14.50	\$ 15.00	\$ 15.10
Thereafter		\$ 15.88	\$ 16.23	\$ 16.58
<u>Salad Bar</u>	-			
1st 1040 Hours		\$ 11.75	\$ 12.25	\$ 12.35
Next 1040 Hours		\$ 12.00	\$ 12.50	\$ 12.60
Next 1040 Hours		\$ 12.25	\$ 12.75	\$ 12.85
Next 1040 Hours		\$ 12.50	\$ 13.00	\$ 13.10
Next 1040 Hours		\$ 13.00	\$ 13.50	\$ 13.60
Next 1040 Hours		\$ 14.00	\$ 14.00	\$ 14.10
Next 1040 Hours		\$ 15.50	\$ 15.50	\$ 15.50
Next 520 Hours		\$ 16.00	\$ 16.00	\$ 16.00
Thereafter		\$ 17.39	\$ 17.74	\$ 18.09
<u>Courtesy Clerk</u>	-			
1st 480 Hours		\$ 11.30	\$ 12.00	\$ 12.00
After 480 Hours		\$ 11.40	\$ 12.00	\$ 12.00
After 3 years		\$ 11.95	\$ 12.55	\$ 12.55
After 6 years		\$ 12.50	\$ 13.10	\$ 13.10

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).

* In Stores averaging over \$150,000 per week, the General Merchandise Manager shall be excluded from the bargaining unit.

It is further agreed that seasonal employees working in the classifications listed above shall be excluded from the terms of this Agreement.

Non-Food or General Merchandise Clerk duties shall not include operating a checkstand where food items are handled, or stocking or price marking food or bakery merchandise, but shall include pricing, handling, displaying, selling and stocking those items generally considered as non-food, general merchandise or drug merchandise. Lobby Clerks shall be allowed to continue handling and selling the lines and/or type or product they are currently handling and selling. Further, Lobby Clerks shall be allowed to ring employee purchases for breaks and lunches.

Employees receiving more than the agreed upon rates shall continue to receive the higher rate of pay and shall receive raises in accordance therewith.

Holiday Premium will be paid at the rate of one and one-half times (1-1/2x) the employee's regular rate of pay for hours worked on contractual holidays.

CLERKS AGREEMENT

APPENDIX "B"

Based on the Union's commitment that Safeway and King Soopers will continue to pay an hourly bonus as they have in the past, Albertson's LLC will pay an additional fifteen cents (15¢) per hour bonus [five cents (5¢)] per hour for courtesy clerks, payable on all hours worked each fiscal quarter to those employed throughout the entire fiscal quarter and within thirty (30) days of the end of the quarter. Effective beginning with the third quarter of 1999, Albertson's LLC will pay the hourly bonus on hours paid for the duration of this Agreement.

Converted \$.20 of quarterly bonus to current pension contribution.

The quarterly bonus language will remain in effect for employees hired prior to ratification (November 25, 2015). Employees hired on or after ratification will not be eligible for the quarterly bonus.

ALBERTSON'S LLC 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 – Reversion Rights.
2. New Store Cross Checks.
3. Transferred Employees – Seniority.
4. No Insignificant Courtesy Clerk Grievances.
5. Scheduling.
6. Amicable Relationship/ADR.
7. Courtesy Clerks.
8. Employee Buyout.
9. ABC Checkoff.
10. Health and Welfare Contributions.
11. Minimum Wage.

CLERKS AGREEMENT

**LETTER OF UNDERSTANDING
TRANSFERRED EMPLOYEES-REVERSION RIGHTS**

Letter of Understanding made by and between ALBERTSON'S, LLC. and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7.


Any employee who transferred from a Store covered by a Union Contract to a new store who becomes subject to discipline or termination before the new store is under Contract will be transferred back to the store they came from before such discipline or termination. However, the right to transfer back is limited to ninety (90) days after he or she transfers into the new non-Union Store.

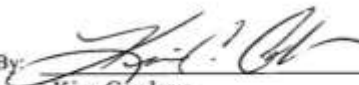
No employee shall be transferred from a unionized store to a non-unionized store without the consent of said employee.

Signed this 6th day of August, 2013.

ALBERTSON'S LLC.

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

By: 
Andrew Scoggin
~~Senior~~ Vice President, Labor Relations &
Human Resources

By: 
Kim Cordova
President

CLERKS AGREEMENT
LETTER OF UNDERSTANDING
NEW STORE CROSS CHECKS

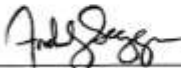
Letter of Understanding made by and between ALBERTSON'S LLC. and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7.

Should the Union demonstrate its majority representative status of the Clerks unit as defined in the foregoing Agreement at any new Employer conventional store within the Denver metropolitan area through a cross-check of authorization cards, the terms and conditions applicable to these employees will be identical to the other Employer Denver conventional stores as set forth in the Agreement and the Employer will include such new unit in the Denver metropolitan area conventional stores bargaining unit effective the first (1st) day of the month following the month in which the Union's majority status is established.

Signed this 6th day of August, 2013.

ALBERTSON'S LLC.

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

By: 

Andrew Scoggin
~~Exec~~ Senior Vice President, Labor Relations &
Human Resources

By: 

Kim Cordova
President

CLERKS AGREEMENT
LETTER OF UNDERSTANDING
TRANSFERRED EMPLOYEES-SENIORITY

Letter of Understanding made by and between ALBERTSON'S, LLC. and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7.

An Albertson's employee transferring from one bargaining unit to another within Local No. 7's jurisdiction shall retain his seniority based on his most-recent date of hire with the Company anywhere.

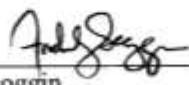
An Albertson's employee transferring into a bargaining unit represented by Local No. 7 from a bargaining unit not represented by Local No. 7 will not have seniority for the first thirty (30) days of employment. After thirty (30) days of employment within said bargaining unit, the employee's seniority will be his most-recent date of hire with the Company anywhere.

It is understood and agreed that an employee can transfer into the new said bargaining unit provided such employee does not bump another employee from his job or take hours being worked by another employee.


Signed this 6th day of August, 2013.

ALBERTSON'S LLC

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

By: 

Andrew Scoggin
~~Senior~~ Vice President, Labor Relations
& Human Resources

By: 

Kim Cordova
President

CLERKS AGREEMENT

**LETTER OF UNDERSTANDING
NO INSIGNIFICANT COURTESY CLERK GRIEVANCES**

Letter of Understanding made by and between ALBERTSON'S, LLC. and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7.

The Union agrees not to file insignificant grievances concerning alleged Courtesy Clerk violations. Furthermore, the Union understands there will be emergency situations that would necessitate the Courtesy Clerk performing work in higher classifications.


The Company agrees to make reasonable efforts to schedule the proper amount of hours in each of the respective classifications to prevent emergency situations.

If the Union or the Company feel either has violated the above, there shall be a discussion between the head of Albertson's Labor Relations Department and the head of UFCW International Region 13 to review all allegations or complaints by either party in hopes of resolving such matters before proceeding to arbitration.

Signed this 6th day of August, 2013.

ALBERTSON'S LLC.

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

By: 

Andrew Scoggin
~~Exec~~ Senior Vice President, Labor Relations
& Human Resources

By: 

Kim Cordova
President

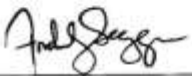
CLERKS AGREEMENT
LETTER OF UNDERSTANDING
SCHEDULING

The parties agree that Albertson's will continue to take the seniority, availability, experience, merit and ability of its employees into account in writing its weekly schedules. Albertson's commits that if the Union notifies the Company's Labor Relations Department of instances of improper favoritism in the scheduling of employees, such scheduling will be straightened out for the future. In no event, however, will the terms and conditions of this Letter of Understanding be arbitrable.

Signed this 6th day of August, 2013.

ALBERTSONS LLC.

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

By: 
Andrew Scoggin
~~Exec~~ Senior Vice President, Labor Relations
& Human Resources

By: 
Kim Cordova
President

CLERKS AGREEMENT
LETTER OF UNDERSTANDING
AMICABLE RELATIONSHIP/ADR

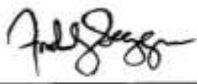
Letter of Understanding made by and between ALBERTSON'S, LLC. and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7 regarding the parties' good faith working relationship and policy to encourage ADR, as follows:

As evidence of a good faith working relationship between UFCW Local 7 and Albertson's, and for the purpose of encouraging Alternative Dispute Resolution (ADR), Local 7 agrees to counsel any employee with a complaint(s) and/or allegation(s) of illegal employment discrimination or violation of other state or federal law of Local 7's policy to address and resolve such issues through utilization of the collective bargaining agreement'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 6th day of August, 2013.

ALBERTSON'S LLC.

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

By: 

Andrew Scoggin
~~Senior~~ Vice President, Labor Relations
& Human Resources

By: 

Kim Cordova
President

CLERKS AGREEMENT
LETTER OF UNDERSTANDING
COURTESY CLERKS

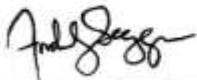
Letter of Understanding made by and between ALBERTSON'S, LLC. and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7.

There will be a premium of fifty-five cents (\$0.55) per hour for courtesy clerks who have more than three years of service as a courtesy clerk with Albertson's.

Signed this 6th day of August, 2013.

ALBERTSON'S, LLC.

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

By: 

Andrew Scoggin
~~Exec~~
~~Senior~~ Vice President, Labor Relations
& Human Resources

By: 

Kim Cordova
President

CLERKS AGREEMENT
LETTER OF UNDERSTANDING
EMPLOYEE BUYOUT

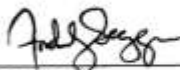
The Employer, at its discretion, may establish a buyout program as follows:

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

Signed this 6th day of August, 2013.

ALBERTSON'S, LLC.

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

By: 

Andrew Scoggin
~~Senior~~ Vice President, Labor Relations
& Human Resources

By: 

Kim Cordova
President

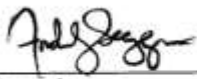
CLERKS AGREEMENT
LETTER OF UNDERSTANDING
ABC CHECKOFF (2002)

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

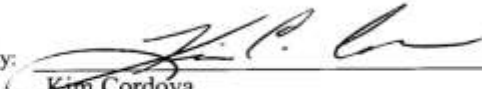
Signed this 6th day of August, 2013.

ALBERTSON'S, LLC.

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

By: 

Andrew Scoggin
~~Senior~~ Vice President, Labor Relations
& Human Resources

By: 

Kim Cordova
President

CLERKS AGREEMENT

LETTER OF UNDERSTANDING HEALTH AND WELFARE CONTRIBUTIONS RECITALS

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

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

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

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

AGREEMENTS

The undersigned parties hereby agree as follows:

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

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

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

(b) The Employer shall calculate the Hourly Rate to be effective commencing with hours worked November 2015. The Plan’s consultant shall thereafter update his calculation of the projected Hourly Rate each January 1 and July 1 (or such other dates as determined as necessary and appropriate by the Plan’s

Trustees) based on Plan experience for such employer, and such updated Hourly Rate shall become effective when approved by the Plan's Trustees.

(c) To maintain the overall economic terms of the CBAs, the undersigned parties agree the Employer or Plan Administrator if assigned the task by an Employer shall reconcile contributions on a monthly basis to compare the amount actually contributed by the Employer pursuant to the Hourly Rate each month relative to the amount that the Employer would have contributed had the Monthly Rate remained in effect for such month. The Employer will determine by the last day of each month whether the amount contributed to the Plan in such month pursuant to the Hourly Rate structure was more or less than would have been paid pursuant to the Monthly Rate structure. To the extent the amount of the Employer's actual Hourly Rate contributions for a month exceed the amount the Employer would have contributed had the Monthly Rate remained in effect for such month, then the Employer shall be entitled to a credit in the amount of such excess against contributions due for the following month. EXAMPLE ONE: EMPLOYER CONTRIBUTES \$50,000 TO THE PLAN ON APRIL 10 FOR MARCH HOURS. EMPLOYER OR PLAN ADMINISTRATOR RECONCILES AND IF THE EMPLOYER OR PLAN ADMINISTRATOR DETERMINES EMPLOYER WOULD HAVE PAID \$48,000 HAD MONTHLY RATE STRUCTURE BEEN IN EFFECT FOR THE MONTH, EMPLOYER WILL BE ENTITLED TO \$2,000 CREDIT TO BE TAKEN AGAINST CONTRIBUTION DUE IN MAY FOR APRIL HOURS. Conversely, to the extent the amount of the Employer's actual Hourly Rate contributions for a month are less than the amount the Employer would have contributed had the Monthly Rate remained in effect for such month, then the Employer shall pay the amount of such difference to the Plan as an additional contribution, with such amount due for the following month. EXAMPLE TWO: EMPLOYER CONTRIBUTES \$50,000 TO THE PLAN ON APRIL 10 FOR MARCH HOURS. EMPLOYER OR PLAN ADMINISTRATOR RECONCILES AND IF THE EMPLOYER OR PLAN ADMINISTRATOR DETERMINES EMPLOYER WOULD HAVE PAID \$54,000 HAD MONTHLY RATE STRUCTURE BEEN IN EFFECT FOR THE MONTH, EMPLOYER WILL CONTRIBUTE AN ADDITIONAL \$4,000 WITH THE CONTRIBUTION DUE IN MAY FOR APRIL HOURS.

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

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

the contribution amount shall continue to be payable each month by the deadline required under the CBAs.

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

ALBERTSONS/SAFEWAY

UFCW LOCAL 7

Name: B. S.

Name: Kevin C. Anderson

Date: 4/12/17

Date: 4-12-17

CLERKS AGREEMENT

**LETTER OF UNDERSTANDING
MINIMUM WAGE**

The parties **agree** that an employee working at a progression step that is adjusted as a result of the operation of **the minimum wage during the term of this Agreement** would remain at the same step but work under the newly adjusted rate until they complete the remaining hours of that step and advance to the next step.

ALBERTSONS/SAFEWAY

UFCW LOCAL 7

Name: Frank Jorgensen

Name: Ken C. Anderson

Date: 10-15-20

Date: August 26, 2020

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

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

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WEINGARTEN RULES

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

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

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

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

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

C. Give the employee a choice of:
(1) having the interview without representation or
(2) ending the interview.

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

INSURANCE AND PENSION

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

MEDICAL/VISION CLAIMS

ZENITH AMERICAN SOLUTIONS
PO BOX 447
5511 W. 56th AVENUE, #250
ARVADA, CO 80001-0447
TELEPHONE: 303-430-9334
TOLL FREE: 1-800-527-1647

DENTAL

DELTA DENTAL OF COLORADO
PO BOX 173803
DENVER, CO 80217-3803
TELEPHONE: 303-741-9300

PENSION

ZENITH AMERICAN SOLUTIONS
PO BOX 1327
5511 W. 56th AVENUE, #250
ARVADA, CO 80001-1327
PHONE: 303-430-9476
TOLL FREE: 1-800-390-3083

DO NOT GO SUSPENDED!!!

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

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

WITHDRAWAL CARD REQUEST FORM

It is your responsibility to request in writing

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

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

Reason for Leaving (Please check one)

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

Return this Request for Withdrawal Card to UFCW Local 7.

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

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

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

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

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