

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

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

**Safeway Retail Clerks Agreements – Alamosa, Boulder and Louisville, Brighton, Broomfield Store 2624, Canon City, Castle Rock, Colorado Springs, Denver, Evergreen, Fort Collins, Fort Morgan, Fountain, Frisco, Greeley, Idaho Springs, La Junta, Lamar, Leadville, Longmont, Loveland, Monte Vista, Pueblo, Salida, Trinidad, Vail, Walsenburg**

**Safeway Meat Agreements – Alamosa, Boulder and Louisville, Brighton, Broomfield, Canon City, Colorado Springs, Conifer, Denver, Evergreen, Fort Collins, Fort Morgan, Fountain, Frisco, Greeley, Idaho Springs, La Junta, Lamar, Leadville, Longmont, Loveland, Monte Vista, Parker, Pueblo, Salida, Trinidad, Vail, Walsenburg**

**Safeway Estes Park Retail Clerks and Meat Agreements; Safeway Steamboat Retail Clerks and Meat Agreements; Safeway Grand Junction Retail Clerks and Meat Agreements; Safeway Gunnison Retail Clerks and Meat Agreements; Safeway Montrose Agreement; Safeway Meat Warehouse Agreement**

**Albertson's Denver Retail Clerks and Meat Agreements**

**Albertson's Rock Springs Retail Clerks and Service Deli Clerks Agreements**

UFCW Local 7 (the "Union") and Albertson's/Safeway (the "Employer") are parties to the above Collective Bargaining Agreements (the "CBAs"). The parties have met and reached tentative agreement for new CBAs. Such new CBAs shall contain the provisions of the current CBAs between the parties, except as modified in the attached documents entitled "Tentative Agreement(s)," as well as any and all documents attached to, or incorporated by reference into, said Tentative Agreement(s). The new CBAs shall have a term of the original date of expiration through and including January 4, 2025 (conforming dates for contracts with expiration dates other than January 8, 2022).

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 Any Union proposal not identified or addressed herein shall be deemed withdrawn. Any proposal of the Employer not identified or addressed herein shall be deemed withdrawn.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

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

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

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

*Handwritten signature and date:*  
2/16/22  
KC

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

Andrew G. Lukes

For: Albertson's/Safeway

2-16-22

Date

Kevin C. Anderson

For: UFCW Local 7

2-16-22

Date

[Remainder of Agreements follow on subsequent pages]

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

**The revisions proposed herein shall also apply to the relevant sections of the Retail and Meat agreements for all Albertson's/Safeway bargaining units in Colorado and Rock Springs, Wyoming (including the Distribution Center) except as otherwise indicated; Article and Section numbering below is for Safeway Denver Retail unless otherwise indicated. Article and Section numbering may differ in meat and or outlying units.**

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

Upon ratification by all units, and not more than three (3) business days following ratification by the last unit, the parties agree to execute the attached Global Settlement, Release, and Fresh Start Agreement.

The parties agree that the Idaho Springs Safeway Store 390 Pharmacy Technicians will be covered by all terms and conditions applicable to the Idaho Springs Clerk CBA.

The parties agree that the Company will pay to each employee in either Rock Springs, Wyoming bargaining unit enrolled in the Company healthcare plan a one-time lump sum payment of five hundred dollars (\$500.00), less withholdings and deductions, within forty-five (45) days of ratification.


For each 1,000 employees employed by the Employer in the above-referenced bargaining units (all units combined -- retail and meat units -- both Safeway and Albertson's), the Employer pledges to assign 25 part time employees to full time as soon as possible over the three (3) months following ratification.

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

- Letter regarding Minimum Wage shall be modified as follows:

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

**MINIMUM WAGE**

  
2-16-22  
2/16/22  
KC

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

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

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

- Add Letter regarding Schedule Posting Violations to all CBAs

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

**SCHEDULE POSTING VIOLATIONS**

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

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

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

- Letter regarding Joint Labor Management Committee shall be modified as follows:

**LETTER OF UNDERSTANDING  
BETWEEN**

*AD*  
*2/16/22*  
*2/16/22*  
*KC*

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

**ALBERTSON'S/SAFEWAY  
AND  
UFCW LOCAL 7**

**JOINT LABOR MANAGEMENT COMMITTEE**

The Employer and the Union shall establish a Joint Labor-Management Committee whose purpose shall be to investigate, study and discuss mutual solutions to problems affecting Labor Management relations in a sincere attempt to improve the parties' basic relationship. The Committee shall be made up of an equal number of Union and Employer representatives and shall develop its own guidelines as determined by the participants and as approved by the Union and the Employer. The Committee shall not have the authority to modify the terms of this Agreement. to address, during the term of their CBAs commencing in 2019, the Union's proposal to revise Article 3 to provide for a mandatory union orientation, and a separate Committee concerning settlement of any pending grievances.

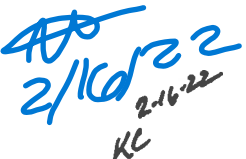
The parties agree that the Joint Labor Management Committee will discuss the trespass of unruly customers from the Employer's stores. The Employer agrees to share information with the Union on a confidential basis, concerning incidents and customers trespassed from the stores. When appropriate, such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

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

On or before October 31, 2022, the parties shall meet to discuss Journey person Meat Cutters [ADDITION FOR ROCK SPRINGS CONTRACTS ONLY: and healthcare for Rock Springs]. [ADDITION FOR DENVER SAFEWAY MEAT CONTRACT ONLY: On or before October 31, 2022, the parties shall meet to discuss the possibility of entering into a new agreement specific to the Meat Warehouse.]

- Add Letter regarding Beverage Stewards to all Colorado Clerk CBAs; not applicable to Rock Springs, Wyoming

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

  
2/16/22  
2-16-22  
KC

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

**BEVERAGE STEWARDS**

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

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

Nothing in this Agreement shall prevent the Employer from exercising full discretion in determining the number of appointments to, and ongoing qualification for, the Beverage Steward position. The Employer reserves the right to determine the start times of each Beverage Steward shift. The Beverage Steward position shall be a full-time position. The Employer reserves the right to discontinue the Beverage Steward position in its entirety at its sole discretion.

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

Bargaining Note: Letter of Understanding does not apply to Rock Springs, Wyoming. The Beverage Steward position shall not be utilized to circumvent the scheduling and seniority provisions of the Collective Bargaining Agreement.

- Add Letter regarding Summer Premium for Estes Park Retail and Meat Bargaining Units

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

**ESTES PARK SUMMER PREMIUM**

Beginning in 2022, employees shall be entitled to a premium on all hours worked beginning the Sunday before Memorial Day and ending the Saturday following Labor Day. This premium shall be in the amount of fifty cents (\$0.50) per hour and

A  
2/16/22  
2-16-22  
KC

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

shall not be subject to overtime premium. Only employees whose home store is Estes Park (i.e., employees who do not receive mileage for travel to the Estes Park store) shall be eligible for the premium. The premium shall be paid within two (2) weeks of the Saturday following Labor Day.

**Revisions to Article 2:**

**ARTICLE 2  
BARGAINING UNIT WORK JURISDICTION**

**AUTHORIZED WORK FOR VENDORS**

Section 3. Vendor Work: Direct store delivery vendors who deliver the product categories of beverages (including juice sold in produce/deli departments), cookies and crackers, bakery, pizza, ice cream, chips, specialty/gourmet/natural foods, cosmetics, pet accessories, greeting cards (and related products such as bows, wraps, candles, balloons, ribbons), newspapers, magazines, books and related products shall be allowed to perform all work in connection with the sale of their products 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.

Additionally, all vendors shall be allowed to stock and otherwise maintain any J-Hook or Clip strip program. Additionally, all vendors may perform: any work in connection with promotional and seasonal displays; facing in connection with the service of product; rotation of product; cleaning of product, shelves and racks; affixing coupons and other promotional materials to products; vendors shall be permitted to perform three (3) major resets per store per section per calendar year. Additionally, vendors may perform work, as necessary to accommodate the introduction of new items, or removal of discontinued items, from the set; checking of code dates and removal of out-dated product; and any work in connection with the opening of a new store and the two (2) week period thereafter, or during the two (2) weeks before and after a store remodel. All the product delivered to the store from a warehouse owned or operated by, or for the benefit of, the Employer shall be stocked by bargaining unit members with the above exceptions.

...

**Revisions to Article 7:**

**ARTICLE 7  
DEFINITIONS OF CLASSIFICATIONS**

Section 14. For the purposes of this Agreement, the terms set forth below shall have the following meanings:

c. **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. The intent of the Head Clerk classification shall not be used to circumvent this Agreement. All payroll work performed by bargaining unit employees shall be paid at Head Clerk rate of pay. The File Maintenance Coordinator shall be filled by one Head Clerk and may be assisted by All-Purpose Clerks. This File Maintenance Coordinator shall include work performed in

AD  
2/16/22  
2-16-22  
KC

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

the Meat and Delicatessen Department. The Inventory Control Coordinator (ICC / backdoor receiving) positions in all bargaining units shall be filled by head clerks.

**Revisions to Article 8 (Meat Units Only):**

**ARTICLE 8  
RATES OF PAY**

New Section. Tips. Coffee Bar Employees shall be permitted to accept tips. The Employer shall not assert any tip credit in order to reduce these employees' wages.

**Revisions to Article 15:**

**ARTICLE 15  
NIGHT PREMIUM**

Section 34. A premium of ~~two one~~ two dollars (\$~~2~~4.00) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 am to all employees (excluding Courtesy Clerks).

...

**Revisions to Article 16:**

**ARTICLE 16  
HOLIDAYS AND HOLIDAY PAY**

Section 43. Premium Pay for Holiday Work. For employees hired on or before March 26, 2005, when a holiday is worked, the employee shall be paid one and one-half (1½) times his/her normal hourly rate of pay, in addition to the holiday pay provided herein. For employees hired on or after March 27, 2005, when a holiday (as defined above for such employees) is worked, the employee shall be paid one dollar (\$1.00) per hour worked, except that such employees will be paid one and one-half (1½) times his/her normal hourly rate of pay for hours worked on Christmas.

**Revisions to Article 17:**

**ARTICLE 17  
VACATIONS**

Section 44.

...

Any employee who has two (2) or fewer weeks of vacation per year pursuant to this Agreement shall be entitled to take up to one (1) week of vacation, without pay (and such time will not be

*to  
2/16/22  
2/22/22  
KC*



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

considered as time worked), upon the employee's request. The scheduling of such unpaid vacation shall be subject to the normal vacation scheduling provisions of this Article.

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

**Revisions to Article 18 (only applicable for Safeway Retail Clerks units in Alamosa, Boulder and Louisville, Brighton, Broomfield Store 2624, Canon City, Castle Rock, Colorado Springs, Denver, Estes Park, Evergreen, Fort Collins, Fort Morgan, Fountain, Frisco, Greeley, Idaho Springs, La Junta, Lamar, Leadville, Longmont, Loveland, Monte Vista, Pueblo, Salida, Trinidad, Vail, Walsenburg):**

**ARTICLE 18**  
**MINIMUM WEEKLY SCHEDULE**

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

Bargaining Note: It is the specific intent of the parties that less than minimum hour employees are not a separate classification and shall be subject to Article 10, Section 21 (Retail) on the same basis as other employees.

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

The amount of contributions, which would be retroactive to the beginning of the year once the eight hundred (800) hour threshold is met, is two hundred dollars (\$200.00) per month. Notwithstanding any contributions, qualifications for benefits remains as set forth under Article 40.

**Revisions to Article 27 (not applicable to employees transferring into the Meat Warehouse):**

**ARTICLE 27**  
**SENIORITY**

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

*Handwritten signature and date:*  
2/16/22  
He

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

eligibility for health care benefits shall be from the employee's most recent hire date with Albertson's and/or Safeway.

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

Section 67. Definition of a Full-Time Employee

...

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

Look Back. Within ninety (90) days of ratification, the Employer will agree to review by store, in the trailing fifty-two (52) week period, ending December 31, 2021, to identify any part-time employee who during that period, worked, at straight-time plus vacation, a total of 2080 or more hours and post for seventy-two (72) hours, in the store where such employee worked the hours, the full-time opening(s) and to advance the most senior qualified employee who signs the posting to such position, or if no one signs the posting, to make the employee who worked the hours full time. The Employer agrees to an additional lookback at the beginning of year two (2) and year three (3) of the contract under the same terms. The Union agrees not to file any "4 at 40" grievances in the bargaining unit styled as Union All Affected during the life of the contract.

~~Section 68. Assignment to Full-time Status. When a full-time vacancy, other than a four (4) week at forty (40) hour opening defined in Section 67, occurs and the Employer determines that such vacancy shall be filled by a full-time employee, the job vacancy for non-management positions shall be filled by the assignment of the most senior qualified employee of the classification who has signed the current full-time request list as provided for in this Agreement. Should management be unable to fill such vacancy from the list, then such vacancy shall be posted within the affected store for seventy-two (72) hours and management shall offer the full-time assignment to the senior qualified employee of the store and classification who signed the posting before hiring off the street.~~

~~Four (4) week at forty (40) hour openings shall be filled by the most senior employee within the store and affected classification who has signed the full-time request list as set forth in this Agreement. Should management be unable to fill such vacancy from the list, then such vacancy shall be posted within the affected store for seventy-two (72) hours and management shall offer the full-time assignment to the senior qualified employee of the store and classification who signed the posting before hiring off the street.~~

  
2/16/22  
KC

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

Notwithstanding the above, the Employer may transfer a full-time employee from another store to fill a vacancy in lieu of advancing an employee to full-time status under this Article.

~~Employees may sign the full-time request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for advancement to full-time effective with the first workweek in February and August respectively. The Employer will send the Union a copy of the new full-time request list. The Employer will send the Union a copy of the new promotion request list. If the list is exhausted, then management will post the opening within the store and allow employees of the store, regardless of their seniority date, to request promotion. The Company shall offer promotion to the senior qualified employee within the store prior to hiring off the street.~~

~~If an employee is offered assignment to full-time status and accepts or declines the same, his/her request shall be voided.~~

The Employer shall not make assignments of full-time status to a probationary employee or to an employee on leave of absence.

Section 70. Promotions, Lateral Transfers, and Assignment to Full-Time. The Employer agrees to make promotions and lateral transfers to non-management, non-APC classifications and full-time status to the most senior qualified employee as provided herein within each store. Management will post a list of openings on the Career Opportunities on MyACI and within the store where the opening exists for seventy-two (72) hours and said posting shall list the date and time the notice is posted on Monday. Employees may sign the posting and be considered for promotion. Upon completion of the seventy-two (72) hour period, management shall record the time it removed the posting and maintain a record of the posting for a period of no less than thirty (30) days. The posting shall remain posted through midnight Wednesday. The Company shall offer the promotion/lateral transfer/full-time to the senior qualified employee within both the bargaining unit within the store, and, if none, then to the senior qualified employee within the store, and, if none, to the senior qualified employee not within the store, but within the bargaining unit, prior to hiring off-the-street. Floral clerks, Pharmacy Technicians, Bakery Production employees, and Cake Decorators may be assigned at management's discretion.

The Employer and Union agree to use the procedures described in this Section on a trial basis beginning thirty (30) days after ratification to determine its technical feasibility. The Union shall have the right at any time between January 1 and January 31, 2023, to give written notice to the Employer that the trial has been unsuccessful. If the Union gives such notice, the parties agree to meet and discuss modifications to the procedures herein. After such meeting, the Employer shall have at least six (6) months to improve the procedures. If, after such time, the Union still has a good faith belief that the trial period has been unsuccessful, it may provide written notice within one (1) month of the expiration of the six (6) month period. If that occurs, the Employer shall have one (1) month to revert to the procedures for promotion, lateral transfer, and promotion to full-time status previously contained in this Section prior to the modifications herein. The Employer

*Handwritten:*  
5/16/22  
246-22  
KC

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

agrees during this trial period to ensure employees can utilize computers in the stores to apply for promotions, lateral transfers, and assignment to full time. Further, the Employer agrees within thirty (30) days of ratification, to provide training to all employees on how to utilize the system.

~~For purposes of this section, a promotion is an assignment to a classification which has a higher "journeyman" or "thereafter" rate than the classification being vacated by the involved employee.~~

~~For All Purpose Clerk (APC) positions, management shall fill the opening with the most senior qualified employee in the bargaining unit who has previously signed the promotion request list as described below. An employee who is desirous of promotion to All Purpose Clerk (APC) may sign the promotion request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for promotion effective with the first workweek in February and August respectively. Such request shall state the specific stores in the bargaining unit the employee is desirous of promotion to. The employer will send the Union a copy of the new promotion request list. If the list is exhausted, then management will post the opening within the store and allow employees of the store, regardless of their seniority date, to request promotion. The Company shall offer promotion to the senior qualified employee within the store prior to hiring off the street.~~

~~If an employee is offered and accepts or declines the same, he/she will have his/her request voided. An employee accepting a promotion must hold such position for six (6) months before being eligible to sign up and accept another promotion.~~

The Employer shall not make promotional assignments to probationary Employees or to an employee on a Leave of Absence.

**Revisions to Article 36:**

**ARTICLE 36  
SAFETY**

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

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

Employee Leave. If any employee is unable to perform work due to the nature of the emergency, the Company and the Union will meet and discuss in good faith the proper application

*[Handwritten signature]*  
2/16/22  
2-16-22  
/K

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

of the leave of absence provisions provided by Article 32 of this Agreement and/or any additional leave that the parties may mutually agree to provide.

Layoffs. Any layoffs (or recall of employees) as a direct result of the emergency shall be in accordance with the seniority provisions of Articles 27 and 29 of the Agreement. The Company and the Union may mutually agree to modify or extend various terms (e.g., the parties may agree to extend the period of time an employee may be on layoff without losing seniority).

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

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

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

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

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

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

*AD*  
*2/16/22*  
*KL*

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

Revisions to Article 40 (does not apply to Rock Springs):

**ARTICLE 40  
HEALTH AND WELFARE COVERAGE**

(Medical, Surgical, Hospital, Dental, Prescription,  
Vision and Life Insurance)

**Section 106.**

...

Employer Contributions and Benefit Levels – The Employer agrees to contribute the following amounts per month for each eligible employee.

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

The “up to” rates for 2023 and 2024 will be determined as following:

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

KC 2-16-22  
AD  
2/16/22

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

5. Co-consultants will work together to develop increases that are as close as possible. In the event co-consultants develop materially different estimates, the lowest increase will be implemented while Trustees resolve the differences between the two estimates of the co-consultants. Any arbitration concerning the differences between the two estimates shall be held not more than sixty (60) days following deadlock.

**Agreed upon trend:**

Year	2022	2023	2024
PPO Medical	6.5%	6.5%	6.5%
Prescription Drug	8.0%	8.0%	8.0%
Dental	4.0%	4.0%	4.0%
Vision	3.0%	3.0%	3.0%
Time Loss	0.0%	0.0%	0.0%
Kaiser Premium	6.5%	6.5%	6.5%
Medicare Advantage	Actual	Actual	Actual
Life Premium	0.0%	0.0%	0.0%
Provider Access Fees	Actual	Actual	Actual
Stop Loss Premiums	Actual	Actual	Actual
Administration	3.0%	3.0%	3.0%
Investment Income	1.25%	1.25%	1.25%

Employee Co-Premiums: ~~Employees who are eligible to participate and enroll in the Health Plan shall as a condition of such participation make a monthly co-premium payment equal to \$5.00 per week if enrolled in employee only coverage \$10.00 per week if enrolled as employee plus spouse or employee plus children and \$15.00 per week if enrolled in family coverage.~~ Effective January 1, 2013, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: \$7.50/week for employee only, \$15/week for employee and children or employee and spouse and \$23/week for employee, spouse and children/family. Effective January 1, 2023, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: \$8.50/week for employee only, \$17/week for employee and children or employee and spouse and \$26/week for employee, spouse and children/family. Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer

...

Trust Plan Changes. The Trustees at the earliest possible date but not later than June 1, 2005 shall revise the plan of benefits to include:

...

2-16-22  
Kc  
2/16/22

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

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

...

**Revisions to Article 42 (does not apply to Rock Springs):**

**ARTICLE 42  
PENSION**

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

Section 108. 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 future 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~~

2-16-22  
KC  
2/16/22



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

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

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.~~

~~...~~

**Revisions to Article 46:**

**ARTICLE 46  
DISPUTE PROCEDURE**

Section 124. Step 1 By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the Manager of the store.

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

2/16/22  
KC  
AD  
2/16/22

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

is further agreed that the Company will not progress verbal or written warnings after a period of twelve (12) months if not relied upon for further discipline during that period.

**Revisions to Article 57 (Retail Only):**

**ARTICLE 57  
PHARMACY TECHNICIANS**

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

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

**Revisions to Article 59:**

**ARTICLE 59  
TERM OF AGREEMENT**

**Section 165.** This Agreement shall be in full force and effect beginning at 12:01 a.m. on January 9~~13~~, 2022~~19~~ and shall remain in full force and effect until midnight on January 4~~8~~, 2025~~21~~<sup>1</sup> 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.

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

---

<sup>1</sup> Terms of Agreement for bargaining units other than Safeway Denver are indicated on the attached addendum.

2-16-22  
166  
AJ  
2/16/22

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

**Proposed Revisions to Montrose CBA Article 30, Section 76: (This proposal applies to all Safeway and Albertsons bargaining units which have a "blackout period" for full-time qualification – article and section numbering may differ.)**

**Section 76. Definition of Full-Time Employee.** A regular full-time employee is defined as an employee who has been hired as such or works forty (40) or more hours per week for at least four (4) consecutive weeks, in his home store, except for assignment to a forty (40) hour per week schedule as a result of the employee receiving any hours caused by other employees' absence for any reason. Scheduled hours of work voluntarily vacated by an employee (such as trading of hours) shall not be used for purposes of advancing an employee to full-time status. An employee who fails to maintain full-time status as a result of working less than forty (40) hours per week for reasons other than absence due to an approved leave of absence, or a reduced schedule resulting from an on-the-job injury for twelve (12) consecutive weeks shall be designated as a part-time employee.

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

~~For Safeway Stores 617, 637, 1131 and 1132, in addition to the above definition of "absence", the "blackout" periods of June 1 through September 15, and November 15 through January 15, shall also be retained because of the seasonal cycles of business in these stores.~~

**APPENDIX "A"**

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

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

The Employer agrees that for those positions identified with a grandfathered rate on the attached wage tables, any individual who held a classification and rate so identified as of January 11, 2022, shall be grandfathered during the term of this Agreement at fifty cents (\$0.50) over the otherwise applicable wage rate, and shall receive the benefit of future increases. This rate is reflected on the attached wage charts as "grandfathered."

**Demotions, Step Downs and layoffs**

An employee who is demoted, steps down, or who is laid off in accordance with this Agreement, shall be placed back into the same wage schedule in which the employee was working immediately prior to their assignment into management or promotion into the classification from which they are being

2/16/22  
KE  
2/16/22

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

~~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.~~

**Basket Hours**

When an employee (not at the "thereafter" rate) is promoted from a lower classification to a higher classification, the employee's wage shall remain the same or be advanced to the next higher wage rate if the rate does not exist in their new classification. At this point, the employee will receive credit for all hours worked with the company and those hours will determine their pay level in the new classification. The employee will then work the necessary hours in that step before receiving their next pay increase.

When an employee (at the "thereafter" rate) is promoted from a lower classification to a higher classification, the employee's wage shall remain the same or be advanced to the step below the "thereafter" rate in their new job class, whichever is higher. At this point, the employee will receive credit for all hours worked with the company. The employee will then be required to work the last progression step of hours before moving into the "thereafter" rate in their new role.

Similarly, an employee that moves from a higher classification to a lower classification, except an employee moving to meat cutter, will receive credit for all hours worked with the company and those hours will determine their pay level in the new classification (even if this results in a decrease in pay).

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

2/16/22  
Kc  
AJ  
2/16/22

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

Bargaining Note: The parties intend this provision to apply in all circumstances where an employee changes job classification within the Company, including lateral transfers (for example, APC to Produce Clerk), step-downs (for example, Assistant Deli Manager to Deli Clerk), and transfers between bargaining units (for example, Coffee Clerk to Customer Service Clerk).

KC 2-16-22  
90  
2/16/22

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

**Addendum re: Letters of Understanding and Letters of Agreement**

**Safeway Denver Division (and corresponding Letters in Grand Junction and Montrose)**

**Safeway Retail: Delete**

- Letter 1 (C-4) Training Language
- Letter 9 (C-24) Espresso Vendors
- Letter 10 (C-27) Broomfield Store. Excludes one (1) Store Assistant Manager
- Letter 16a Plant Floral Rates of Pay
- Letter 20 Courtesy Clerk Premium
- Letter 23 Health and Welfare Contributions Recitals

**Move into Contract:**


- Letter 3 (C-7) Establishes age requirements for promotion to General Merchandise, Bakery and All-Purpose Clerk classifications.
- Letter 4 (C-10) Layoff Rights of Cake Decorators, FTD Florists, Head Bakers and/or Assistant Bakery Managers
- Letter 5 (C-11) Layoff of Bargaining Unit Management Personnel (Head Clerk and above)
- Letter 6 (C-12) Voluntary and Involuntary Demotions. Provides for specific displacement rights for Head Clerks and above when demoted as opposed to layoffs.
- Letter 8 (C-20) Grievance Settlements at Store Level. Provides for non-precedent settlements between Store Managers and Union Stewards.
- Letter 11 (C-28) Seniority--Employee Transfer and Reinstatement
- Letter 13 Layoff Procedures, Colorado Springs retail clerks and meat bargaining units
- Letter 19 Four (4) Ten (10) Hour Straight-Time Shifts
- Letter 22 Establishment of Arbitration Scheduling Procedures
- Letter 26 Drive Up and Go (DUG) Shoppers

**Keep as LOU's:**

- Letter 2 (C-5) Employees reinstated under terms of Alcohol Rehabilitation Program.
- Letter 7 (C-14) Conscientious Objections to Working on Their Day of Sabbath.
- Letter 12 News Media and RTUI (Placement of Signs upon Shopping Carts)
- Letter 14 Estes Park Store SW 920 (Retail Clerks Contract). Transfers of Employees from Outside the Unit. Clarifies seniority rights for Head Clerks and other management employees who transfer into this store.
- Letter 15 Establishment of Variety Manager Classification
- Letter 16b Health insurance coverage reclassified courtesy clerk
- Letter 17 Vail, Colorado Addendum Agreement – and modify to apply to Frisco and Steamboat
- Letter 18 Dress Requirements letter pursuant to Article 51 of this Agreement.
- Letter 21 Employee Buyout
- Letter 24 Minimum Wage – modified
- Letter 25 Bulk Food
- Letter 27 Apprenticeship Programs
- Letter 28 Joint Labor Management Committee

**Safeway Meat: Delete**

- Letter 8 (B-10) Additional Hours Request Northern Colorado
- Letter 14 China Express Cook

2-16-22  
KC  
  
2/16/22

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

- Letter 16 Jamba Juice
- Letter 17 Sushi
- Letter 19 Health and Welfare Recitals
- Letter 21 Sushi

**Move into contract:**

- Letter 3 (B-6) Grievance Settlements at Store Level
- Letter 4 (B-11) Seniority transfers retroactive
- Letter 6 Transfers and Seniority
- Letter 7 Layoff Procedures Colorado Springs
- Letter 18 Arbitration Scheduling Procedures

**Keep the following Letters:**

- Letter 1 (B-1) Employees reinstated under terms of Alcoholic Rehabilitation Program
- Letter 2 (B-3) Conscientious Objections to Working on Their Day of Sabbath
- Letter 5 Meat cutter floater pool Colorado Springs
- Letter 9 Floater Pool Denver Metro
- Letter 10 Vail Addendum – and modify to apply to Frisco and Steamboat
- Letter 11 Dress Requirements
- Letter 12 Seasonal Scheduling Needs Estes Park
- Letter 13 Starbucks Coffee Specialist
- Letter 15 Employee Buyout
- Letter 20 Minimum Wage - modified
- Letter 22 Apprenticeship Programs
- Letter 23 Joint Labor Management Committee

**Albertson's Clerk: Delete**

Letter 8 Courtesy Clerk premium  
Letter 11 Health and Welfare Contributions

**Move into contract:**

Letter 1 Transferred Employees  
Letter 2 Safety Committee  
Letter 4 Transferred Employees

**Keep the following Letters:**

Letter 3 New Store Cross Checks  
Letter 5 No Insignificant Courtesy Clerk Grievances  
Letter 6 Schedules  
Letter 7 Amicable Relationship/ADR  
Letter 9 Employee Buyout  
Letter 10 ABC Checkoff

**Albertson's Meat: Delete**

**Move into contract:**

Letter 2 Transferred Employees – Seniority

116  
2-16-22  
2/16/22

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

**Keep the following Letters:**

- Letter 1 Safety Committee
- Letter 3 Retail Meat Practices
- Letter 4 New Store Cross Checks
- Letter 5 Amicable Relationship/ADR
- Letter 6 Employee Buy Out
- Letter 7 ABC Checkoff (2002)

**Rock Springs – No changes**

2-16-22  
K  
AA  
2/16/22




Addendum re Term of Agreement

<u>Bargaining Unit</u>	<u>Division</u>	<u>Contract Start Date</u>	<u>Contract End Date</u>
Albertsons Denver	Clerks	1/9/22	1/4/25
Albertsons Denver	Meat	1/9/22	1/4/25
Albertsons Rock Springs, WY	Clerks	12/5/21	11/30/24
Albertsons Rock Springs, WY	Service Deli	12/5/21	11/30/24
Safeway Alamosa	Clerks	2/20/22	2/15/25
Safeway Alamosa	Meat	2/20/22	2/15/25
Safeway Boulder/Louisville	Clerks	1/9/22	1/4/25
Safeway Boulder/Louisville	Meat	1/9/22	1/4/25
Safeway Brighton	Clerks	2/6/22	2/1/25
Safeway Brighton	Meat	2/20/22	2/15/25
Safeway Broomfield	Clerks	1/9/22	1/4/25
Safeway Broomfield	Meat	1/9/22	1/4/25
Safeway Canon City	Meat	2/20/22	2/15/25
Safeway Canon City	Clerks	2/20/22	2/15/25
Safeway Castle Rock	Clerks	1/9/22	1/4/25
Safeway Colorado Springs	Clerks	1/9/22	1/4/25
Safeway Colorado Springs	Meat	2/27/22	2/22/25
Safeway Conifer	Meat	1/9/22	1/4/25
Safeway Denver	Clerks	1/9/22	1/4/25
Safeway Denver	Meat	1/9/22	1/4/25
Safeway Denver Meat Warehouse	Meat	1/9/22	1/4/25
Safeway Estes Park	Clerks	1/9/22	1/4/25
Safeway Estes Park	Meat	1/9/22	1/4/25
Safeway Evergreen	Meat	2/20/22	2/15/25
Safeway Evergreen	Clerks	1/23/22	1/18/25
Safeway Fort Collins	Clerks	2/6/22	2/1/25
Safeway Fort Collins	Meat	2/27/22	2/22/25
Safeway Fort Morgan	Clerks	2/27/22	2/22/25
Safeway Fort Morgan	Meat	2/20/22	2/15/25
Safeway Fountain	Clerks	1/9/22	1/4/25
Safeway Fountain	Meat	2/27/22	2/22/25
Safeway Frisco	Clerks	2/20/22	2/15/25
Safeway Frisco	Meat	2/27/22	2/22/25
Safeway Grand Junction	Clerks	2/27/22	2/22/25
Safeway Grand Junction	Meat	2/27/22	2/22/25
Safeway Greeley	Clerks	2/6/22	2/1/25
Safeway Greeley	Meat	2/27/22	2/22/25
Safeway Gunnison	Clerks	2/20/22	2/15/25
Safeway Gunnison	Meat	2/20/22	2/15/25
Safeway Idaho Springs	Clerks	1/23/22	1/18/25
Safeway Idaho Springs	Meat	2/20/22	2/15/25
Safeway La Junta	Clerks	2/20/22	2/15/25
Safeway La Junta	Meat	2/20/22	2/15/25
Safeway Lamar	Clerks	2/20/22	2/15/25
Safeway Lamar	Meat	2/20/22	2/15/25
Safeway Leadville	Clerks	2/20/22	2/15/25

KC  
2/14/22  
90  
2/16/22

Addendum re Term of Agreement

<u>Bargaining Unit</u>	<u>Division</u>	<u>Contract Start Date</u>	<u>Contract End Date</u>
Safeway Leadville	Meat	2/27/22	2/22/25
Safeway Longmont	Clerks	2/6/22	2/1/25
Safeway Longmont	Meat	2/27/22	2/22/25
Safeway Loveland	Clerks	2/6/22	2/1/25
Safeway Loveland	Meat	2/27/22	2/22/25
Safeway Monte Vista	Clerks	2/20/22	2/15/25
Safeway Monte Vista	Meat	2/20/22	2/15/25
Safeway Montrose	Clerks & Meat	2/27/22	2/22/25
Safeway Parker	Meat	1/9/22	1/4/25
Safeway Pueblo	Clerks	1/23/22	1/18/25
Safeway Pueblo	Meat	2/27/22	2/22/25
Safeway Salida	Clerks	2/20/22	2/15/25
Safeway Salida	Meat	2/20/22	2/15/25
Safeway Steamboat Springs	Clerks	2/20/22	2/15/25
Safeway Steamboat Springs	Meat	2/20/22	2/15/25
Safeway Trinidad	Clerks	2/20/22	2/15/25
Safeway Trinidad	Meat	2/20/22	2/15/25
Safeway Vail	Clerks	2/20/22	2/15/25
Safeway Vail	Meat	2/27/22	2/22/25
Safeway Walsenburg	Clerks	2/20/22	2/15/25
Safeway Walsenburg	Meat	2/20/22	2/15/25

2/16/22  
 KC   
 2/16/22

Extension Agreement Between

UFCW Local 7

And

Safeway/Albertsons

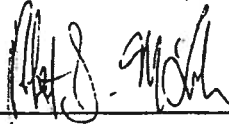
WHEREAS United Food and Commercial Workers International Union, Local 7 (the "Union") and Albertsons, LLC (the "Company") are party to two collective bargaining agreements for Rock Springs, Wyoming, known to the parties as the "Rock Springs Clerks" and "Rock Springs Service Deli Clerks" agreements (the "CBAs"), and;

WHEREAS the CBAs are presently set to expire on December 4, 2021, and the Union and the Company wish to extend the CBAs so that they may negotiate successor agreements;

The Union and the Company therefore agree as follows:

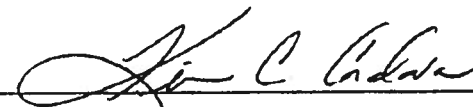
1. The CBAs shall be extended, and remain in full force and effect, until the earlier of (a) the Union and the Company negotiate successor agreements for the CBAs and such agreements are ratified by the Union's membership, or (b) either the Union or the Company provides seventy two (72) hours written notice to the other of its intent to terminate this Extension Agreement. Written notice shall be transmitted via both e-mail and certified mail.
2. If the Union and the Company reach successor agreements for the CBAs without a strike or boycott, and if such agreements provide for pay raises, health and welfare contribution increases, pension contribution increases, or other economic gains, such changes will be effective retroactive to the original December 4, 2021 expiration dates.
3. This Extension Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which combined shall constitute one and the same instrument. The parties consent to the exchange and delivery of said counterparts by electronic PDF via e-mail.

Agreed to this 19<sup>th</sup> day of November, 2021:



---

FOR: Albertson's, LLC



---

For: UFCW Local 7

KC 2-16-22  
70  
2/Kel/22

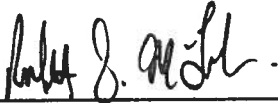
**UFCW Local 7 and Safeway/Albertsons  
Denver and Intermountain Divisions  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Safeway and Albertsons Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

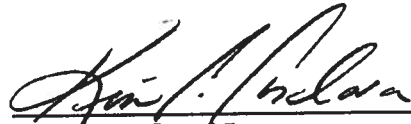
The Company withdraws Company Proposal #1 Meat regarding Area Map.



For: Safeway/Albertsons

12/15/2021

Date

  
For: UFCW Local 7

12-15-21

Date

2-16-22  
KL  
2/16/22

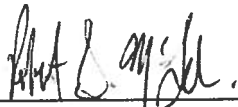
**UFCW Local 7 and Safeway/Albertsons  
Denver and Intermountain Divisions  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Safeway and Albertsons Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company withdraws proposals Retail #1, Meat #1 (and Grand Junction Meat #1) regarding accretion and the Union withdraws proposals Retail #1 and Meat #1 regarding accretion.

  
\_\_\_\_\_  
For: Safeway/Albertsons

1/7/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For: UFCW/Local 7

1-7-2022  
\_\_\_\_\_  
Date

2-16-22  
KL  
2/16/22

**Tentative Agreement Between  
UFCW Local 7 and  
Safeway/Albertsons**

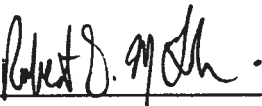
**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Retail bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

New section to be added to Article 36 Retail / Article 39 Meat:

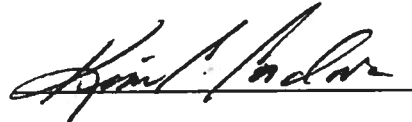
**Customer Theft. The Employer agrees that it shall provide training to employees at the time of onboarding, and not less than annually, concerning company policies with respect to interacting with shoplifters.**

  
\_\_\_\_\_

For: Safeway/Albertsons

12/15/2021  
\_\_\_\_\_


Date

  
\_\_\_\_\_

For: UFCW Local 7

12/15/21  
\_\_\_\_\_

Date

2/16/22  
KC  
  
2/16/22

**Tentative Agreement Between  
UFCW Local 7 and  
Safeway/Albertsons**

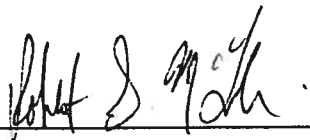
**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Retail bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

Union will withdraw its proposals Retail #11 concerning Courtesy Clerk duties, Retail #12 concerning Sanitation and Floor Maintenance classification, and Retail #14 concerning new classification bargaining.

If the Company will agree to withdraw Company #3 Retail regarding Courtesy Clerk duties.

  
\_\_\_\_\_

For: Safeway/Albertsons

1/7/2022  
\_\_\_\_\_

Date

  
\_\_\_\_\_

For: UFCW Local 7

1/7/2022  
\_\_\_\_\_

Date

*Handwritten notes in blue ink:*  
2/16/22  
KC  
→  
2/16/22

**Tentative Agreement Between  
UFCW Local 7  
and Safeway/Albertsons**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Retail bargaining units in Colorado and Rock Springs, Wyoming.**

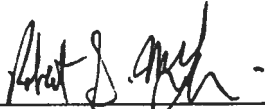
**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company accepts the Union's proposal to modify the below sentence in Article 10, Section 21 as follows:

**ARTICLE 10  
SCHEDULING AND ASSIGNMENT OF HOURS**

**Section 21.**

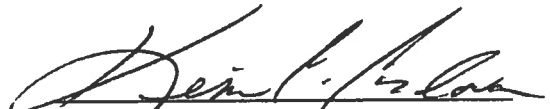
Part-time Courtesy Clerks shall be scheduled for at least minimum hours, ~~if available,~~ at ~~management's discretion~~ unless otherwise agreed between the employee and management.



For: Safeway/Albertsons

Date

12/1/2021



For: UFCW Local 7

Date

12-1-21

2-6-22  
Ke  
2/6/22



**UFCW Local 7 and Safeway/Albertsons  
Denver and Intermountain Divisions  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Safeway and Albertsons Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming.**

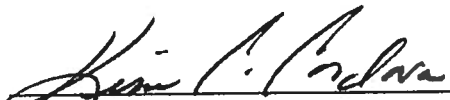
**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Union and the Employer agree that the Letter of Understanding concerning a Procedure for Scheduling Employees with Conscientious Objections to Working on their Day of Sabbath (Safeway Denver Retail LOU #C-14) will be added as a published Letter of Understanding to all Safeway and Albertsons retail and meat bargaining units in Colorado and Rock Springs, Wyoming.

All other proposals concerning the scheduling of employees on their day of sabbath are withdrawn.

  
\_\_\_\_\_  
For Safeway / Albertsons

12/14/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union

12-14-21  
\_\_\_\_\_  
Date

2-16-22  
KE  
2/16/22

**UFCW Local 7 and Safeway/Albertsons  
Denver and Intermountain Divisions  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Safeway and Albertsons Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company accepts the Union's counter-supposal to Company Supposal #5 as follows:

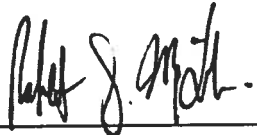
The Union accepts the Company's counterproposal concerning Union Proposals #19 (Retail) and #14a and #14b (Meat) with the following modification, and withdraws the remainder of Union Proposals #19 (Retail) and #14a and #14b (Meat). In addition, the Union withdraws its Proposal #18 (Retail) concerning shifts in the produce and bakery departments.

**Safeway Denver Retail Language**

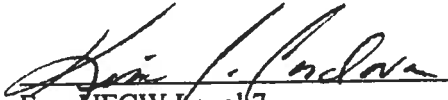
**ARTICLE 10  
SCHEDULING AND ASSIGNMENT OF HOURS**

**Section 21. Work Schedules and Hours.**

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

  
\_\_\_\_\_  
For: Safeway/Albertsons

12/15/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For: UFCW Local 7

12-14-21  
\_\_\_\_\_  
Date

2-16-22  
Kc  
2/16/22

**UFCW Local 7 and Safeway/Albertsons  
Denver and Intermountain Divisions  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Safeway and Albertsons Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Union agrees to Company Supposal #7 as follows:

The Union withdraws its Retail Proposal #24 and Meat Proposal #13 regarding schedule posting.

The Company withdraws its proposals to delete the Schedule Posting LOU.

The parties agree to add a new Letter of Understanding to all Safeway and Albertsons Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming, which states as follows:

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

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

**Subsequent Violations:** In the same store within 12 months of the previous violation, the Store will have a drawing of the affected bargaining unit employees and award a Albertson's/Safeway gift card in the total amount of one hundred fifty dollars (\$150.00), subject to all applicable payroll withholdings. The employee will be responsible for payment of all applicable payroll taxes related to the gift card. The value of Albertson's/Safeway gift

2-16-22  
KC  
TD  
2/16/22

card is not associated with any hours worked or paid and will not be included in any rate or overtime calculation, unless required by law.

*Robert S. M. [Signature]*

For: Safeway/Albertsons

*12/15/2021*

Date

*[Signature]*

For: UFCW Local 7

*12/15/21*

Date

*[Signature]*  
*2/16/22*

*KE*

**UFCW Local 7 and Safeway/Albertsons  
Denver and Intermountain Divisions  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Safeway and Albertsons Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming, except that the part numbered 2 below does not apply to Rock Springs, Wyoming. Article and Section numbering in outlying bargaining units may differ.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

- 1. The Union accepts the Company's Proposal #7 (Denver Retail) and Proposal #9 (Denver Meat), applied to all bargaining units in Colorado as modified below:**

**Retail Language (Safeway Denver appears below)**

Section 49. 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. Accrued and unused vacation shall roll over from anniversary year to anniversary year. Each employee who carries over two (2) or more weeks of vacation from one calendar year to the next, may make an irrevocable election in December to take one week of vacation as vacation pay in lieu of time off in the subsequent calendar year. Such vacation pay in lieu of time off shall be paid out by January 31 of the calendar year after the election is made. Employees' earned vacation banks are capped at two times their annual accrual. If the accrual cap is reached, accrual will stop until the earned vacation bank falls back below the cap, at which point accrual will begin again.

Bargaining Note: It is understood that the provisions of this Section in no way modify the vacation scheduling language contained within this Agreement.

Section 50. 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.

90  
2/16/22  
2-16-22  
KC  
KC  
H

Section 51. In the event a regular full-time employee who has been employed two (2) years or longer voluntarily quits or is discharged for reasons other than proven dishonesty<sup>1</sup>, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

**Meat Language (Safeway Denver appears below)**

Section 47.

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

Section 48.

...  
If one of the holidays listed elsewhere herein falls during an employee's vacation, the employee shall receive an extra day of vacation pay because of it. 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 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 49. ~~The Employer shall pay the employee the vacation pay accrued during the employee's anniversary year prior to the taking of the vacation (if requested in writing at least two (2) weeks in advance of vacation). An employee who has earned vacation on the basis of having completed an anniversary year shall receive pay during the workweek immediately preceding the employee's vacation, provided the employee has requested such in writing at least two weeks in advance of his vacation.~~ In the event employees have their vacation pre-approved at least two (2) weeks in advance of their vacation and the employee's vacation check is not made available in accordance with the contract, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs the cash advance voucher. The Company shall recoup the advancement from the employee's vacation check.<sup>2</sup>

Accrued and unused vacation shall roll over from anniversary year to anniversary year. Each employee who carries over two (2) or more weeks of vacation from one calendar year to the next, may make an irrevocable election in December to take one week of vacation as vacation pay in lieu of time off in the subsequent calendar year. Such vacation pay in lieu of time off shall be paid out by January 31 of the calendar year after the election is made. Employees' earned vacation banks are

<sup>1</sup> This proposal includes the deletion of any language in any contract that excludes an employee from being paid their pro rata vacation pay earned up to the time his or her employment ends at the time his or her employment ends. Such exclusionary language may be different or broader in other contracts.

<sup>2</sup> The existing language from Section 49, which remains unchanged shall be added to any Safeway or Albertsons meat-side contract where it does not exist.

Handwritten signatures and dates: "2/16/02" and "KE" are visible in the bottom right corner.

Handwritten initials "KE" in the bottom left corner.

capped at two times their annual accrual. If the accrual cap is reached, accrual will stop until the earned vacation bank falls back below the cap, at which point accrual will begin again.

Bargaining Note: It is understood that the provisions of this Section in no way modify the vacation scheduling language contained within this Agreement.

**2. The Parties agree to delete Sections 93 and 94 of Article 35 (Safeway Denver Clerks Article/Section Numbering) and replace it with a new section as follows:<sup>3</sup>**

The parties agree that Sick Leave shall be administered as follows:

1. All employees employed as of 1/1/2021 shall be entitled to carry forward any accrued and unused sick leave balance as of the close of business on that date.
2. Accrual of sick leave effective January 1, 2021:
  - a. All full-time employees hired on or before March 27, 2005 shall accrue sick leave at the rate of one (1) hour of sick leave for every twenty-four (24) hours worked, up to a maximum of four (4) hours of earned sick leave per month. In the event any such employee works more than one hundred and twenty (120) hours in a month, said employee shall accrue sick leave for that month at the rate set forth in 2(b) below.
  - b. All other employees shall accrue sick leave at a rate of one (1) hour of sick leave for every thirty (30) hours worked, with no monthly maximum.
  - c. All employees shall earn a maximum of forty-eight (48) hours of paid sick leave in a benefit year but are entitled to carry over hours as provided below. A "benefit year" refers to the twelve (12) month period between an employee's job anniversaries, i.e., an anniversary year.
  - d. For purposes of this section (2), "hours worked" includes both straight time and overtime hours worked by the employee.
3. Carryover of sick leave from year to year:
  - a. Employees shall be entitled to carry over sick leave from year to year, but shall be subject to a maximum accumulation of:
    - i. Employees in the Clerks units shall not be entitled to accumulate more than four hundred and eighty (480) hours of sick leave.
    - ii. Employees in the Meat units shall not be entitled to accumulate more than six hundred (600) hours of paid sick leave.
4. If an employee is absent for four (4) or more consecutive workdays, a doctor's certificate or other authoritative verification of illness may be required by the Employer.
5. Employees shall be entitled to use sick leave:
  - a. In one (1) hour increments.
  - b. Employees shall be entitled to use sick leave for the employee's (or a family member's) own mental or physical illness, injury or health condition, to obtain a diagnosis, care for, or treatment of the employee's (or a family member's) own mental or physical illness, injury or health condition, or to obtain preventative medical care (for the employee or a family member). For purposes of this provision

<sup>3</sup> The revision in Number 2 of this Tentative Agreement concerning sick leave does not apply to Rock Springs, Wyoming bargaining units. All of agreements in this Tentative Agreement apply to Rock Springs.

KE  
2/11/22  
2/16/22  
JK

a "family member" is a person who is related by blood, marriage, civil union, or adoption, and such other individuals set forth in C.R.S. § 8-13-402(6). In addition, sick leave may be used for any other purpose permitted by the Healthy Family and Workplaces Act ("the Act"), C.R.S. § 8-13-402(6), including SAFE leave.

- c. For all employees, paid sick leave shall commence with the first day of absence. However, after an employee has used forty-eight (48) or more hours of paid sick leave in a given benefit year, any further use of accrued paid sick leave during that benefit year for a subsequent sickness or injury shall be subject to the following waiting periods,:

For employees hired on or before March 27, 2005:

- i. on the second (2nd) full workday's absence for employee's sickness or non-occupational injury, and;
- ii. 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.

For employees hired after March 27, 2005:

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

- d. In no event shall waiting periods apply to paid sick leave used pursuant to subsection 8 of this Section in the event of a declared Public Health Emergency.

6. Accrued sick leave shall be paid (subject to any waiting period that may apply):

- a. At the regular straight time hourly rate for the employee.
- b. For absences which arise during a workweek which is already scheduled at the time the employee requests leave, for all hours the employee is actually scheduled to work during the period of absence.
- c. For all absences exceeding one week, or for a period when the employee was not scheduled to work at the time leave is requested:
  - i. For full-time employees, 40 hours per week of absence (pro-rated for a partial week of absence)
  - ii. For part-time employees, at a number of hours equal to the actual hours worked by the employee during the calendar month immediately preceding the absence, multiplied by twelve (12) then divided by fifty-two (52), per week of absence (pro-rated for a partial week of absence).

7. An employee may request sick leave by calling the employee's store, or by calling, e-mailing, or texting the employee's store director or grocery manager, in addition to any other methods provided for by the Employer.

8. Employees are entitled to additional paid leave benefits following the declaration of a Public Health Emergency as that phrase is defined by the Act and in amounts and used for such purposes as provided in the Act.

9. Sick leave benefits are not convertible to cash.

MC

2-16-22  
KC



10. Sick leave benefits may run concurrently with other leaves such as FMLA and FFCRA leave.

**3. The Union accepts the Company's proposal #2 (Retail) and #2 (Meat) concerning work in the stores by Store Managers, Assistant Store Managers, and Field Merchandisers below (Albertsons Denver Retail Language appears below):**

**ARTICLE 2  
BARGAINING UNIT WORK JURISDICTION**

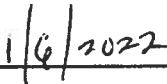
Section 2. All work and services performed in the bargaining unit connected with the handling or selling of merchandise to the public shall be performed exclusively by bargaining unit members except as provided below. Store Managers, Assistant Store Managers, and District Operations Managers can perform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

4. The Union withdraws its proposals Number 47 (Retail) and Number 32 (Meat) concerning bereavement leave.


5. The Union withdraws its proposals Number 30 (Retail) and Number 12 (Meat) concerning the scheduling of vacations during holiday weeks.



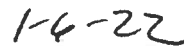
For: Safeway/Albertsons



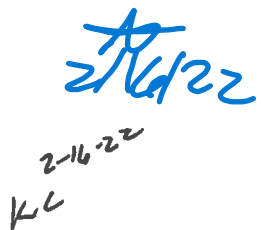
Date



For: UFCW Local 7



Date



**UFCW Local 7 and Safeway/Albertsons  
Denver and Intermountain Divisions  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Safeway and Albertsons Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The parties agree to modify Article 25, Section 60 (Retail) as follows:

**ARTICLE 25  
RELIEF PERIODS**

Section 60. 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 more than six seven (67) hours or more shall receive at least two (2) rest periods.

When an employee is required to work more than ten (10) hours in a day, he shall be entitled to a third relief period.

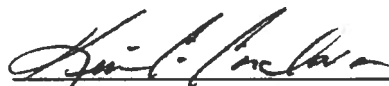
The Union withdraws Retail Proposal #34 concerning the second relief period.



For: Safeway/Albertsons

Date

12/15/2021



For: UFCW Local 7

Date

12-15-21

*to*  
2/16/22

2-16-22  
KC

**Tentative Agreement Between  
UFCW Local 7 and  
Safeway/Albertsons**

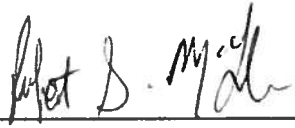
**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Retail bargaining units in Colorado and Rock Springs, Wyoming including the Distribution Center.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

Union will withdraw its proposals Retail #36, 38, and 39 and Meat #18 and 20 regarding full-time status.

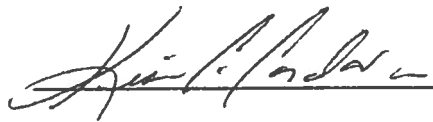
If the Company will agree to withdraw Company #11 Retail, Company #13 Meat Sections 66 (Safeway) and Section 63 (Albertsons), Grand Junction Retail #7 Section 76, Grand Junction Meat #9 Section 66, Montrose #9 Section 76, and Rock Springs Retail #2 regarding full-time status.

  
\_\_\_\_\_

For: Safeway/Albertsons

1/7/2022  
\_\_\_\_\_


Date

  
\_\_\_\_\_

For: UFCW Local 7

1/7/2022  
\_\_\_\_\_

Date

  
2/16/22  
2-16-22  
KC

**UFCW Local 7 and Safeway/Albertsons  
Denver and Intermountain Divisions  
Tentative Agreements**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

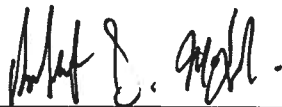
**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Safeway and Albertsons Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Union accepts Company Supposal #2 as follows:

The Company will withdraw Company #15 Retail, Company #17 Meat, Grand Junction Meat #13, Grand Junction Clerk #9, and Montrose #11 regarding Leave of Absence.

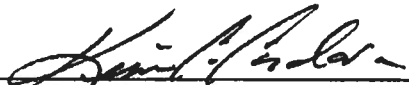
The Union will withdraw Retail Proposals #6 and #15 and Meat Proposals #2 and #8 regarding limiting the number of Assistant Store Managers.



For: Safeway/Albertsons

12/15/2021

Date



For: UFCW Local 7

12-15-21

Date

2/16/22  
2-16-22  
KC

**Tentative Agreement Between  
UFCW Local 7  
and Safeway/Albertsons**

**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

1. The Company accepts the Union's proposal to add the following language to Section 116 (Retail) and Section 132 (Meat) as follows.

**ARTICLE 43 (Retail) / ARTICLE 47 (Meat)  
DISCHARGE AND NO DISCRIMINATION**

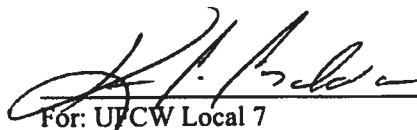
Section 116 (Retail), Section 132 (Meat)<sup>1</sup>. The Employer and the Union agree that each will fully comply with the applicable laws and regulations prohibiting discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex, physical disability, mental disability or age.

Discrimination on the basis of physical or mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability.

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



For: Safeway/Albertsons



For: UFCW Local 7

12/1/2021

Date

12-1-21

Date

<sup>1</sup> The same new language above shall be added to Article 18 (No Discrimination) of the Rock Springs Clerks Agreement as Section 18.04 and to Article 16 (No Discrimination) of the Rock Springs Deli Agreement as Section 16.04.

TO  
2/16/22  
2/16/22  
KC

**UFCW Local 7 and Safeway/Albertsons  
Denver and Intermountain Divisions  
Tentative Agreements**

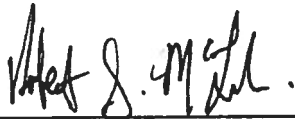
**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Safeway and Albertsons Retail and Meat bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Company accepts the Union's counter-supposal to Company Supposal #3 as follows:


The Union withdraws its proposals #57 Retail and #41 Meat regarding Union stewards and the Company withdraws its proposals #17 Retail and #19 Meat regarding Union Stewards.



For: Safeway/Albertsons

12/15/2021

Date



For: UFCW Local 7

12/15-21

Date

AO  
2/16/22

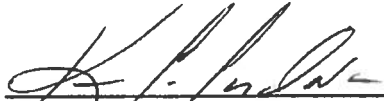
2-16-22  
KC

**Extension Agreement Between  
UFCW Local 7  
And  
Safeway/Albertsons**

All of the Collective Bargaining Agreement (CBA's) between UFCW Local 7R and Safeway/Albertsons currently in effect shall remain in full force and effect upon expiration, until successor agreements are reached or either party cancels this Extension Agreement with a seventy-two (72) hour notice delivered by certified mail and e-mail.

The parties further agree that if an Agreement is reached between the parties without a strike or boycott, and if such Agreement provides for any hourly pay raises and/or health and welfare and pension contributions to be effective from the first date of the new agreement, that such changes would be effective retroactive to the expiration date(s) of the CBAs currently in effect.

  
\_\_\_\_\_  
For: Safeway/Albertsons

  
\_\_\_\_\_  
For: UFCW Local 7

\_\_\_\_\_  
Date 1/6/2022

\_\_\_\_\_  
Date 1/6/22

70  
2/16/22  
2-16-22  
KC

**UFCW Local 7 and Safeway/Albertsons  
Denver and Intermountain Divisions  
Tentative Agreements**

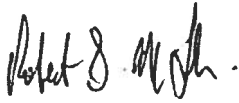
**The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.**

**The revisions proposed herein shall also apply to the relevant sections of the collective bargaining agreements of all Safeway and Albertsons Retail bargaining units in Colorado and Rock Springs, Wyoming.**

**All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open.**

The Union accepts the Company's Retail Proposal #18 to delete Article 54 of Denver Safeway Retail concerning Apprentice Advancement.

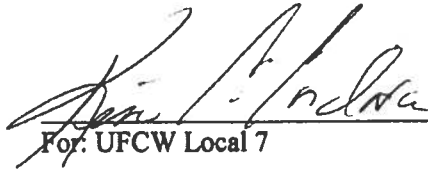
The Parties agree to delete Article 57 of Denver Albertsons Retail, Article 59 of Grand Junction Safeway Retail, Article 60 of Gunnison and Steamboat Springs Safeway Retail, Article 54 of Estes Park Safeway Retail concerning Apprentice Advancement, and Rock Springs Albertsons Clerks Section 6.04.



For: Safeway/Albertsons

1/6/2022

Date



For: UFCW Local 7

1-6-22

Date

*A*  
*2/16/22*  
*2-16-22*  
*KE*



## Global Settlement, Release, and Fresh Start Agreement

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

Within ten (10) business days of the execution of this Agreement, the Union and the Company agree to withdraw all pending unfair labor practice charges before the National Labor Relations Board, and dismiss all court litigation with prejudice, with each party to bear its own costs and attorneys' fees. A draft itemization of those charges and litigation cases are attached to this Agreement for discussion.

The Union and the Company agree to resolution of specific grievances as provided for on the attached resolution list.

The parties represent that the signatories below have the authority to enter into this Agreement.

The parties agree to arbitrate all alleged violations of or disputes over the interpretation of this Agreement or related to the subject matter of this Agreement in accordance with the parties' arbitration provisions in the newly agreed to CBA.

The settlement of accretion (re-bannering) grievances will be resolved in exchange for the newly agreed to language between the parties.

The settlement of Deli Manager rate of pay grievances will be resolved with the updated wage scales.

The settlement of Fuel Lead rate of pay grievances will be resolved with the updated wage scales. The Company agrees to pay Vivian Holland, within thirty (30) days of ratification, \$2,000 less applicable withholdings, in alleged backpay in resolution of her grievance.

The settlement of Union All Affected full-time position grievances will be resolved in exchange for the newly agreed to language between the parties.

The settlement of vendor grievances (excluding Door Dash grievances) will be resolved in exchange for the newly agreed to language between the parties, including non-bargaining unit persons doing bargaining unit work.

The settlement of Courtesy Clerk minimum wage grievances will be resolved with the updated wage scales. The Company agrees to pay, within thirty (30) days of ratification, the following amounts in alleged backpay, less applicable withholdings:

- Sarah Hughes: \$3,500
- Sara Soldati: \$1,750
- Ralph Quinley: \$1,750

AS  
2/14/22  
2-14-22  
KC

- Sandra Asher: \$1,750
- Erin Edilla: \$3,500
- Kirk Hight: \$3,500
- Bryan Luevane: \$1,750
- Max Rush: \$1,750
- Scott Carlson: \$1,750

The settlement of Union All Affected minimum wage grievances will be resolved with the updated wage scales.

The Company agrees that attendance points and missed clockings will be zeroed out as of the date of ratification.

The following disciplinary cases shall be resolved en masse (note that these settlements do not include quarantine pay grievances; they only apply to employees active at the time of ratification; and they are non-precedent setting):

- All pending grievances concerning 5-day suspensions shall be reduced to a 3-day suspension and each grievant shall receive two and one half (2.5) days of backpay.
- All pending grievances concerning 3-day suspensions shall be reduced to a 1-day suspension and each grievant shall receive one and one half (1.5) days of backpay.
- All pending grievances concerning 1-day suspensions shall be reduced to a written warning and each grievant shall receive one half (½) day of backpay.

None of the settlements discussed herein shall apply to disputes arising out of bargaining units not covered by the February 2022 Memorandum of Agreement.

*Andrew D. Lukas*

For: Safeway/Albertsons

*2/16/22*

Date

\_\_\_\_\_  
For: UFCW Local 7

\_\_\_\_\_  
Date

# BARGAINING COMMITTEE RECOMMENDATION

Contract Negotiations between Safeway/Albertson's and United Food and Commercial Workers International Union, Local 7R

February 16, 2022

The below represents a Tentative Agreement between Safeway/Albertson's and United Food and Commercial Workers International Union, Local 7R that has been fully recommended by the Union's bargaining committee.

## Union Bargaining Committee Recommendation

By way of this letter, we, the Committee, recommend to accept this contract.

Padruca Musick	Wan Mei Li
James Anthony	Chari Swearingen
Gerald Whitten	Susan Howard
Andy Thomas	Kristy Delgado
Casey Bagen	Wm
Tom D'Arcy	Fabrizio Ruscitti
Debra Surran	Bethany Dean
Steve Smith	Stu
Amos Kennedy	
Connie Adams	
Janet Webster	
John D. Lee	
Debra Calderone	
Tony Settle	
Brigitte Sandoral	
Nancy Opodara	
FAW	
Chris	
Indy James	
James Lee	
Chris A. Herrera	

A  
2/16/22

2-16-22  
KC