

# **AGREEMENT**

between

**ALBERTSON'S, LLC**  
Denver, Colorado



**2019-2022 CONTRACT**

and

**UNITED FOOD AND  
COMMERCIAL WORKERS,  
LOCAL NO. 7**

Chartered by the

**UNITED FOOD AND  
COMMERCIAL WORKERS  
INTERNATIONAL UNION**

MEAT AGREEMENT

Between

ALBERTSON’S LLC  
(Denver, Colorado)

and

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

Chartered by the

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION

CONTRACT TO EXPIRE **JANUARY 8, 2022**

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ALBERTSON'S, LLC.

and

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO. 7

DENVER METRO MEAT  
AGREEMENT

TERM OF AGREEMENT: **JANUARY 13, 2019 THROUGH JANUARY 8, 2022**

THIS AGREEMENT has been made and entered into by and between ALBERTSON'S LLC, hereinafter referred to as the "Employer," and LOCAL NO. 7, UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, CLC, hereinafter referred to as the "Union."

WITNESSETH:

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

**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meatcutters, apprentices, wrappers, butcher block sales persons, and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Denver, Colorado (as such area is shown on the map attached hereto and by this reference made a part hereof) but excluding all store managers, **two Assistant Store Directors per store**, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees, and supervisors as defined in the National Labor Relations Act, as amended, and all other employees. The current non-union stores in Denver as of the date of the ratification of this Agreement shall be accreted into this bargaining unit upon the Union's demonstration, through a card check, of majority status.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**ARTICLE 2  
SERVICE IN MEAT-DELICATESSEN DEPARTMENTS, PLANTS**

Section 2. All worked performed in the meat department and delicatessen department will be done by members of the bargaining unit. For the purpose of this Agreement, the meat department is defined as the area occupied by the meat storage

rooms, the meat preparation rooms and the service and/or self-service display cases where fresh, smoked, cooked and frozen meats, poultry, fish or seafood are offered for retail sale. With the exception of poultry products, the pricing of all meat products shall be done on the premises, except as provided herein. Notwithstanding, the employer may have specialized sanitation work, such as cleaning of ceiling tiles, grease traps, drains, walls, etc., performed by personnel outside the bargaining unit.

- (a.) Bargaining unit employees shall perform the work of cutting or preparation of meats that are cut, processed or prepared on the Employer's premises for immediate human consumption. All fresh, cured, smoked, or frozen meat, refrigerated luncheon meats, fish, poultry and rabbits shall be handled by employees within the bargaining unit. Nothing in this agreement shall be construed to prevent non-bargaining unit employees from selecting customer purchases from the sales floor throughout the entire store, including the storage and retrieval thereof.
- (b.) No one other than employees covered by this Agreement shall be permitted to perform the cutting or preparation of meat or food in meat departments, meat markets, or delicatessen departments on the Employer's premises, except as set forth below:
  - (1) This does not include the transaction of the checkstand.
  - (2) No representative of Management above the level of Head Meatcutter shall perform the work customarily assigned to employees in the bargaining unit, except: (a) when a bargaining unit employee who has been scheduled to work fails to report as scheduled; or (b) in connection with the instruction or training of an employee or employees; or (c) in connection with the opening of a new or remodeled store; or (d) in connection with the simple straightening of display cases; or (e) in connection with the removal of outdated, distressed, or damaged merchandise from display cases; or (f) in connection with floor maintenance work in the meat and deli departments; or (g) in response to a specific customer request.
  - (3) Rack Jobbers and Driver Salesmen. All rack jobbers and driver salesmen will make deliveries to the back room at which time it will become Bargaining Unit work exclusively except as set forth below:
    - (a) All salesmen or rack jobbers may:
      - (i) Set up promotional displays. A promotional display is a temporary display. It is set up because of special promotional allowances, new products, or is situation or season oriented.
      - (ii) Stock merchandise during the time period immediately preceding and the two (2)

week period after a new store opening or the reopening of a store after a remodeling.

(iii) All vendors will be allowed to perform three (3) major resets, per section, per store, per year.

(iv) All vendors may rotate stock, check code dates and remove out-of-date or damaged merchandise, clean product, shelves and racks, affix coupons or other promotional materials to products, and they may properly realign and display the merchandise left on the shelves.

(v) Stock and perform all work in connection with the sale of beverages, herein defined as soda pop, liquid mixes (such as tonic water, soda, Tom Collins), beer, water (seltzer, mineral, flavored sodas), wine (where carried) and non-carbonated fruit juices and juice-flavored drinks packaged in a manner similar to soda pop items, chips and pretzels, Dr. Brown's pop, cookies and crackers, pizza, ice cream, specialty foods, gourmet foods, natural foods and all greeting cards (and all related products such as bows, wraps, candles, balloons, ribbons), if directly delivered to the store. For the 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 and clip strips program.

- (b) It is understood and agreed that the exceptions provided in this Section are based solely on the type of merchandise sold by the salesman and not the Union or non-Union status of the salesman.
- (c) Rack jobbers or driver salesmen who deliver bread or bakery products, dairy products, or magazines, newspapers or paperback books shall be allowed to continue.
- (d) A Meatcutter shall be on duty at all times that fresh meat is offered for sale in the market from 6:00 a.m. until 8:00 p.m. daily, except that this requirement shall not apply during meal periods and after 6:00 p.m. where there are no more than two (2) regular full-time

Meatcutters and one (1) part-time Meatcutter employed in the particular market. A first (1st) year apprentice shall not be assigned to work alone, except during lunch hours, break periods, or in markets where only one (1) Journeyman Meatcutter is scheduled for the day.

- (e) Retail clerks may assist in meat department clean up work provided such assignments do not conflict with applicable child labor and/or safety and health regulations.

Section 3. It is understood that the cutting of all retail cuts of fresh meat offered for sale will continue to be performed in the market, unless the Employer transfers said work, in which case the following paragraph will be applicable:

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

Section 4. No employee shall be required to maintain restrooms.

### **ARTICLE 3 UNION SECURITY AND CONDITIONS**

Section 5. Provided the parties to this Agreement have complied with all State and Federal statutes concerning Union security matters, the provisions of these Sections 5, 6, and 7 shall be applicable.

Section 6. Union Shop. All present employees of the Employer who fall within the bargaining unit, as set forth in Section 1 hereof, shall, as a condition of continued employment, be or become members of Local 7, UFCW, between the thirty-first (31st) and thirty-fifth (35th) day following the date of the signing of this Agreement, and shall remain members of the Union in good standing during the life of this Agreement.

Section 7. All employees hired after the date of the signing of this Agreement, who fall within the bargaining unit as set forth in Section 1, shall as a condition of continued employment, become members of the Union between the thirty-first (31st) and thirty-fifth (35th) day following the date of their last employment and shall remain members of the Union in good standing during the life of this Agreement.

Section 8. “Good standing” is interpreted to mean the payment or tendering of initiation fees and periodic Union dues to an authorized agent of the Union.

Whenever the Union requires the Employer to discharge any employee for failure to join or to maintain his membership in the Union in good standing in accord with

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

#### **ARTICLE 4 CHECK OFF**

Section 9. The Employer agrees to deduct the weekly dues, legal rejoining fees and uniform assessments (including initiation fees for new employees) from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the checkoff authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his individual checkoff authorization upon giving thirty (30) days written notice to the Employer and the Union. The Employer agrees to remit all such deductions to the President of the Local Union within ten (10) days after the last pay period of each month.

The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands and liabilities which arise out of, or by reason of, any action which shall be taken by the Employer for the purpose of complying with the provisions of this Article.

#### **ARTICLE 5 NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR DEMOTED**

Section 10. **At the time of hiring, or otherwise joining the bargaining unit, the Employer will advise each such employee of the fact that he must become a member of the union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. The Union application forms, furnished by the Union to the Company, will be provided to the employee during the completion of the new hire paperwork.**

#### **ARTICLE 6 RIGHTS OF MANAGEMENT**

Section 11. The Employer retains the right to manage its business, to direct the working forces, to establish reasonable standards of dress, and to make necessary rules and regulations for the conduct of the business, providing that said rules and regulations are not in conflict with the terms of this Agreement in any way.

The Company retains the right to develop, implement and establish a Bonus Plan for Department Managers at its sole discretion including the right to determine



bonus amounts, payment criteria, measurements and the right to make changes and modifications to the program including termination of the program. The Union will withdraw with prejudice all grievances related to the Company's department manager bonus program.

## **ARTICLE 7 DEFINITIONS OF CLASSIFICATIONS**

Section 12. Head Meatcutter. Shall be considered the employee responsible for the operation of the market, and the Union will not recognize any employee as Head Meatcutter who is not employed full time in the meat market in any store covered by this Agreement.

Section 13. Apprentice Meatcutter. If, in the opinion of management (management means higher management than the Head Meatcutter), an apprentice is fully qualified to perform the duties of a Journeyman Meatcutter prior to three (3) years of service with a minimum of six thousand, two hundred and forty (6,240) hours of actual work experience on the job, the Employer may advance such apprentice to the duties and pay of a Journeyman Meatcutter.

When apprentices have worked three (3) years, and the equivalent hours as set forth above, they automatically become Journeyman and shall be paid as such.

During an apprentice's three (3) years training period, he shall be assigned from time to time to all jobs normally done in the particular market.

One (1) apprentice shall be allowed to every two (2) Journeymen or a fraction thereof in each market, and one (1) additional apprentice to every two (2) additional Journeymen in said market. This limitation on apprentices may be related during emergency periods when the Union is unable to furnish qualified Journeymen to the Employer.

Section 14. First Cutter. In markets where there are three (3) Journeymen or apprentices or more, in addition to the Head Meatcutter, the Employer may at its sole discretion select a qualified Journeyman to be the First Cutter. A First Cutter need not be replaced while temporarily relieving a Head Meatcutter or while absent from work.

Section 15. Wrappers. The work allotted to employees falling in the classification of "wrappers" shall be strictly confined to wrapping, weighing, pricing and tagging the packages and clean-up work in this particular department as well as cleaning cases and pans, traying of rewraps, ordering of merchandise, receiving, checking and putting away loads. Wrappers may also be required to stock and rotate cases with fresh meat, cooked and smoked meats and frozen food. Additionally, meat wrappers may use the tools of the trade, except the band saw, to perform work in response to a specific customer request.

Section 16. Clean-Up Personnel. Employees assigned as "Clean-Up Personnel" shall clean all work areas of the meat and delicatessen departments, including walls, freezer, walk-in box, hold box, cutting room and wrapping area, as well as cleaning blocks, meat and delicatessens cases and disassembled power tools and equipment.

Clean-Up Personnel shall not disassemble or reassemble power tools or equipment nor handle meat or delicatessen products in display cases.

If Clean-Up employee is found to be doing any work other than set forth above, all hours so spent shall be paid for at the starting apprentice rate.

The Employer retains the right to schedule such employees for a minimum of two (2) hours per day.

Section 17. Deli Employees. The work allotted to employees falling in the classification of "Deli Employee" shall be strictly confined to packaging, preparing, selling and pricing all items offered for sale in this department. Such work shall also include use of tools of the trade and such clean-up and other work associated with the practical operation of the department.

Section 18. Butcher Block Supervisor. May be designated at the discretion of management and is not a required classification.

Section 19. Butcher Block Sales Clerk. Butcher Block sales persons shall be allowed to perform all work in connection with the processing and sale of product in a specialty meat or seafood department. It is further understood that a Butcher Block Sales Clerk may perform all duties of a meat wrapper. Butcher Block sales persons will be considered a separate group for purposes of applying the seniority provisions in Articles 27 through 33. It is further understood that Butcher Block Sales Clerks may perform all work necessary for the handling and sale of product in their department, including the cutting and processing of all meat and, in response to a specific customer request.

Section 20. New Classification. When a new job is created by the Employer, the Union shall be notified immediately, and a new wage rate for such job shall be determined by the Employer and the Union.

Section 21. Work Between Classifications. It is understood that employees may perform incidental work in another classification without violating this Agreement.

**Section 22. Technological Changes. The parties recognize that a well-trained workforce is beneficial to employer and employees alike. As technological changes are occurring at a rapid pace, such changes may have a dramatic impact on both employees' careers and the employer's business. In the event the Employer introduces technological changes that impact bargaining unit work, they shall meet to discuss the changes, their anticipated impact on the workforce, and any other subjects relating to or arising from the technological change in question and the affected employees.**

**In addition, the Employer agrees to discuss the following:**

- i. Any retraining necessary, for a comparable position and subject to the applicable seniority provisions.**
- ii. Where retraining is not feasible, the Employer shall make every effort to transfer all affected employees to another department, another store. Or other employment, within a reasonable geographic area of the employee's existing position or, solely at the employee's election, their residence.**

- iii. In the event the employee is not retrained or transferred and is separated from employment as a result of technological changes, the Company and the Union will discuss using a placement service.
- iv. To the extent that technological changes results in the loss of bargaining unit work or positions, the Employer shall discuss implementing such change gradually, to allow for the natural attrition of employees through voluntary separation or retirement, with the intention that no employee, who is employed as of the date the Employer notifies the Union of its anticipated technological change, is involuntarily separated from their employment.

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

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

## ARTICLE 8 RATES OF PAY

Section 23. The classifications, wages and special conditions applicable to employees are set forth in Appendix "A", attached hereto, and, by this reference made a part hereof.

Section 24. In applying Section 22 of Article 8 of this Agreement of any newly hired employee, the Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly-hired employee may have performed within the previous ten (10) years for any other employer in a similar retail grocery operation or other food operation including the Safeway Cake Commissary. The aforementioned shall include: Independent Floral, Liquor Stores, Independent Bakery, Starbucks, Delicatessen Shops,

Pharmacy and King Soopers Fuel Stations. **Service in the United States military or National Guard shall be given credit for one thousand forty (1040) hours per year of service, capped at four thousand, one hundred and sixty (4160) hours. This section shall only apply to newly hired employees upon ratification.**

## **ARTICLE 9 PAY FOR WORK IN HIGHER/LOWER CLASSIFICATIONS**

Section 25. When an employee is required to perform work in a higher classification, he shall receive the higher rate, based on his experience; but, if required to perform in a lower classification, he shall retain his regular rate, except in the case of actual demotion, when the employee shall receive pay according to his classification.

Section 26. When a Delicatessen Clerk is assigned by the Employer to assume the duties and responsibilities of the Delicatessen Manager for a continuous period of one (1) week or more, such employee shall be paid the Delicatessen Manager rate of pay for all hours worked while so assigned.

Section 27. When a Journeyperson relieves a Head Meatcutter for one (1) week or longer, he shall be paid the contract rate of pay for Head Meatcutter for such time spent in relief.

(a) It is expressly understood and agreed work in a higher classification shall first be offered to workers in that classification who are in the store and available before lower classified employees are temporarily assigned thereto if the need arises the same day. In the event the need arises one (1) day or more in advance, the work shall be offered to all workers in the higher classification before lower classified employees are temporarily assigned thereto.

## **ARTICLE 10 NO REDUCTION**

Section 28. No employee shall have his hourly wage reduced who may now be receiving more than the minimum wage called for in this Agreement, nor shall his hours be lengthened unless he is properly compensated therefore in accord with the terms of this Agreement, and employees shall not be reclassified to defeat the purpose of this Agreement, unless otherwise agreed between the parties. No employee shall be asked to make any verbal or written agreement that shall conflict with this Agreement in any way.

Section 29. During the life of this Agreement, the Employer shall not raise or lower hourly rates of pay except as dictated by the wage scales set forth elsewhere in this Agreement.

## **ARTICLE 11 WORKWEEK**

Section 30. The workweek shall coincide with the calendar week. Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the basic workweek for regular full-time employees.

The Company will use its best efforts to give employees at least one (1) hour notice if an employee is required to work beyond the end of their scheduled shift.

Regular full-time employees shall be scheduled for at least forty (40) hours of work to be performed in five (5) days unless reduced in accordance with seniority. Regular full-time employees shall be scheduled for at least thirty-two (32) hours of work to be performed in four (4) days (exclusive of the holiday) during a week in which a holiday occurs, unless reduced in accordance with seniority.

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

1. Overtime to be paid for all time worked in excess of ten (10) hours in any one (1) day.
2. Payment for bereavement leave shall not exceed the straight-time hours scheduled per day missed up to a maximum of twenty-four (24) hours pay.
3. After eight (8) hours of work in a ten-hour workday only, the employee shall be entitled to a third fifteen-minute break.
4. Payment for jury duty shall not exceed eight (8) hours pay per day missed less what he is paid for serving on the jury. Pursuant to Section 105, the Employer may reschedule employees required to serve on jury duty, including but not limited to, scheduling them five (5) eight (8) hour days.
5. Sick leave pay will be paid, if eligible, and following the full workday absence, if such applies, not to exceed the number of hours scheduled on the day missed.

## **ARTICLE 12 OVERTIME**

Section 31. Overtime compensation at the rate of time and one-half (1-1/2x) the employee's base hourly rate of pay shall be paid under the following conditions:

- (a) For all time worked in excess of eight (8) hours in any one (1) day.
- (b) For all time worked in excess of forty (40) hours in any one (1) workweek as described above.

Employees scheduled and working more than five (5) days in a workweek will receive time and one-half (1-1/2x) for the day on which the least number of hours was worked.

Section 32. It is understood and agreed that overtime compensation shall not be paid twice for the same hours of overtime work.

## ARTICLE 13 SUNDAY PREMIUM

Section 33. The premium rate for work performed on Sunday as such shall be one and one fourth times (1-1/4x) the employee's regular straight time rate of pay. The Sunday premium shall in no instance be offset against any weekly overtime which may be due under subparagraph (b) of Section 30 above because of the fact that the employee worked over forty (40) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any workweek under Section 30 above. Employees hired on or after May 1, 2005 shall not be eligible for Sunday Premium.

## ARTICLE 14 TRAVEL PAY

Section 34. When an employee is transferred from one store to another store during his workday, reasonable time spent in traveling between said stores shall be considered as time worked. **All travel time must be preapproved by the Store Director or PIC.** Required travel between stores in the employee's personal vehicle shall be reimbursed at the IRS rate exclusive of travel to and from the employee's home. No employee will be required to use his personal vehicle, **or another employee's personal vehicle,** to conduct Company business. **Before an employee is permitted to use his/her personal vehicle for company business, the Employer shall have the employee sign a statement acknowledging his/her risk and certification of a valid drivers license and insurance coverage.**

**When an employee performs work outside of their bargaining unit, they shall be paid twenty-eight cents (\$.28) or the rate paid to non-bargaining unit employees, whichever is greater, for miles commuted outside their regular daily commute.**

## ARTICLE 15 NIGHT PREMIUM

A premium of one dollar (\$1.00) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. to all employees. Employees whose shifts are scheduled to end at 12:00 midnight need not be paid any premium under this Section even where it is necessary for them to remain on the job for a short period in order for them to complete their work, provided that such additional period does not exceed fifteen (15) minutes.

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

## ARTICLE 16 HOLIDAYS AND HOLIDAY PAY

Section 35. All employees hired on or before April 30, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Such employees shall be entitled to two (2)

personal holidays, which must be requested two (2) weeks in advance and approved by the Store Manager.

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

Section 36. The Employer may operate its stores at its sole discretion on any of the holidays recognized in this Agreement. The Employer will staff on Christmas Day by voluntary sign up list only. To the extent the Employer does not receive sufficient volunteers in a store, the Employer may schedule by inverse seniority.

Section 37. To be eligible for the personal holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. The personal holidays must be taken during the respective calendar year. An employee whose employment terminates prior to his having taken his personal holidays shall not be entitled to holiday pay in lieu thereof. In the event an employee fails to schedule his personal holiday by October 1 of the calendar year, the Employer will select a date and schedule such employee for his remaining personal holidays for that year. Further, personal holidays shall be granted by seniority, and classification.

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

Section 39. Holiday Pay for Full-Time Employees. As pay for an unworked holiday, regular full-time employees will be paid at straight time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours. If the holiday falls on a day which would normally have been such employee's scheduled day off, he shall be paid eight (8) hours at straight time as pay for the unworked holiday.

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

Section 41. Qualifications for Unworked Holiday Pay. In order to qualify for pay for an unworked holiday an employee, otherwise eligible for such pay under the terms of this Article, must work his regularly scheduled day immediately preceding the holiday and his regularly scheduled day immediately following the holiday unless he has been previously excused from such work by the Employer or

unless he was prevented from so working due to a bona fide illness. No employee on leave of absence shall be eligible for holiday pay.

Section 42. An unworked holiday, even though paid for under the terms of this Article, shall not be counted as a day worked for the purpose of computing overtime pay in a holiday workweek.

Section 43. Premium Pay for Holiday Work. Holiday Premium will be paid at the rate of one and one-half times (1-1/2x) the employee's regular rate of pay for hours worked on contractual holidays. Non probationary employees who are hired on or after May 1, 2005, who work on a holiday shall be paid one dollar (\$1.00) per hour worked on such holiday, in addition to the holiday pay provided herein.

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

The Employer will select the necessary employees from this list in accordance with seniority and ability, within each store and department, and provided the employee normally performs the work required. Should the Employer not be able to staff his schedule requirements through this procedure, qualified employees shall be assigned the remaining available schedules by reverse seniority and ability within their respective classifications within each department and store. Nothing herein shall be construed to require pay for time not worked during the forty-five (45) day period following a violation of the same.

Section 45. The Employer will not reschedule the hours of work in the workweek immediately prior to the workweek in which the holidays occur in order to defeat the purpose of this Agreement.

## **ARTICLE 17 VACATIONS**

Section 46. All regular employees covered by this agreement, who were hired on or before April 30, 2005 and who have worked eight hundred and thirty two (832) or more hours in their anniversary year, shall receive one (1) week's paid vacation after one (1) year continuous service, two (2) weeks paid vacation after two (2) years continuous service, three (3) weeks paid vacation after five (5) years continuous service, four (4) weeks paid vacation after twelve (12) years continuous service and five (5) weeks paid vacation after twenty (20) years continuous service.

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

Such vacation shall be paid at straight-time rates. The number of hours for which such employees shall be paid for a vacation week shall be the average number of



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

Section 47. Effective January 1, 1991, the Employer will convert the employees' weekly vacation allotment to a daily vacation allotment by multiplying the number of weeks of vacation due by 5. The hours paid for each day of vacation will be based on the average weekly hours of vacation as calculated in Section 44, divided by 5. Employees may be allowed to take vacation one day at a time subject to approval by the Employer and based upon the following requirements:

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

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 48. 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).

Section 49. Scheduling of Vacations. The Employer will post a roster by January 1st of each year. Employees shall sign the roster as to their preference for vacation, in that year, no later than March 1st.

Section 50. The Employer retains the right to determine the number of employees who may be on vacation at any given time. However, in no event shall it be less than two (2) persons per retail bargaining unit and one (1) person per meat bargaining unit, except for any week of and the week before a holiday covered under this contract as well as Mother's Day and Valentine's Day, when the Employer may limit the number of people on vacation to no less than one (1) per bargaining unit. If a dispute arises between employees as to vacation preference, Company seniority within the classification in the market shall govern. For the purposes only of this Section and Article, Journeyperson Meatcutters, First Cutters and Head Meatcutters shall be considered one (1) classification. Vacation calendar

period commences on March 1 of each year to the last day of February the following year.

Section 51. Employees who are entitled to more than two (2) weeks of vacation may elect to schedule their vacations at two (2) different times during the year in amounts of no less than one (1) week at a time.

## **ARTICLE 18 SCHEDULING POSTING**

Section 52. The Head Meatcutter will post the work schedule in ink for the following week in each market not later than 9:00 a.m. on Friday. This schedule shall include the employee's first initial and last name. This work schedule will not be changed by Management for that particular workweek except where the change is predicated on circumstances beyond the control of Management such as, but not limited to, sickness, injury, wide fluctuations in volume, Acts of God. Such up-to-date work schedules are to be posted weekly. This clause shall not be construed as preventing Management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule or from bringing in additional employees where it appears advisable in the opinion of Management. Any changes in the work schedule will be reflected on the posted schedule at the time the change is made.

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

Section 53. Regular full-time employees called in on their scheduled day off shall not have the balance of their scheduled workweek altered as a result of such call-in.

## **ARTICLE 19 REPORTING PAY/MINIMUM DAILY SCHEDULE**

An employee called in or scheduled for work shall be guaranteed four (4) hours of pay at the applicable rate, with the understanding that an employee may be called in or scheduled for less than four (4) hours if he is unavailable for the full four (4) hours.

## **ARTICLE 20 MINIMUM WEEKLY SCHEDULE**

No regular employee shall be scheduled for less than twenty (20) hours in a workweek, if the employee is available.

## **ARTICLE 21 TIME CARDS/NO FREE WORK/PAY DAY**

Section 54. **Employees shall be required to punch the time clock immediately before beginning work and immediately upon ending work. No employee shall have the right to punch for another employee. Employees shall not be disciplined for any time entry errors caused by equipment or software malfunctions.**

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

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

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

Section 55. Employees shall receive their pay each week. In case of discharge from employment of any employee, upon request, the final paycheck will be made available within seventy-two (72) hours after the discharge.

## **ARTICLE 22 SPLIT SHIFTS**

Section 56. There shall be no daily split shifts.

## **ARTICLE 23 STORE MEETING**

Section 57. All time spent by an employee actually attending any store meeting where his attendance is required by the Employer shall be counted as time worked with a minimum of one (1) hour at the applicable rate of pay when an employee is called back for such a meeting. In the event the employee is required to attend more than four (4) meetings per calendar year, the call-in provisions of Article 19 shall apply. The Company will make a reasonable effort to schedule store meetings to inconvenience the fewest number of employees as business conditions permit.

## **ARTICLE 24 LUNCH BREAKS**

Section 58. Lunch Periods. Each employee who is scheduled to work in excess of five (5) hours in a day shall receive, on his own time, a one (1) hour lunch period, or, upon mutual agreement between the employee and the Employer, a one-half (1/2) hour lunch period at approximately the middle of his workday.

Individual employee's change of lunch period from one (1) hour to one-half (1/2) hour, or vice versa, shall occur only at the beginning of a new work schedule.

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

In a market where a Meatcutter on duty at all times is required, a full shift Meatcutter working alone, and not given a lunch break, shall be scheduled for a minimum of nine (9) hours of work and pay, which will include eating lunch and break periods on the Employer's time.

**ARTICLE 25**  
**RELIEF PERIODS**

Section 59. The Employer will give employees a break period of fifteen (15) minutes in their shift before the meal period and in their shift after the meal period.

**ARTICLE 26**  
**PROBATIONARY PERIOD**

New employees shall be on probation for a period of sixty (60) calendar days, during which time they may be discharged by the Employer for any reason whatsoever, and during this probationary period, they shall not acquire any seniority status. If an employee is retained in the employ of the Employer after said sixty (60) calendar days, his seniority shall then date back to the first (1st) day of said sixty (60) calendar day probationary period. This probationary period may be extended an additional thirty (30) calendar days by mutual agreement between the Employer, the Employee and the Union.

**ARTICLE 27**  
**SENIORITY**

Section 60. Length of continuous service in the employ of the Employer shall govern in layoffs and rehires within a particular classification in the bargaining unit as described in Article 1, Section 1, whenever the ability of the employees involved is substantially equal.

Section 61. Termination of Seniority. Seniority shall terminate for any of the following reasons:

- (a) Voluntary quitting.
- (b) Overstaying a granted leave of absence or vacation.
- (c) Failure to report for work upon recall after a layoff within five (5) days after mailing of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.
- (d) Discharge for just cause.
- (e) Continuous layoff for a period in excess of twelve (12) months.

Section 62. Seniority List. Bargaining unit seniority lists shall be provided to the Union on no more than two (2) occasions during the calendar year, upon request by the Union.

Section 63. Definition of Full-Time Employee. A regular full-time employee is described as an employee who has been hired as such or scheduled or worked forty (40) hours or more a week for four (4) consecutive weeks in his home store, except for employees hired as or advanced to a full-time schedule between June 1st and September 15th and except for Delicatessen Clerks advanced to a full-time schedule between November 15th and January 15th. If the employee who has worked the four (4) forty (40) hour weeks is not the senior employee who has expressed his desire for full-time status, as set forth in Article 28, Section 82, such employee shall remain in part-time status, and the senior qualified employee in that classification who has expressed his desire for full-time status shall be changed to full-time status.

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

Section 65. Involuntary Loss of Full-Time Status. An employee who has achieved the status of regular full-time shall retain that status unless he is scheduled for, or worked less than, forty (40) hours per week for twelve (12) consecutive weeks, at which time he shall be reclassified as part-time.

Section 66. Voluntary Reduction to Part-Time. A full-time employee who has requested and has been assigned a part-time schedule shall immediately be classified as part-time.

Section 67. Promotions. The Employer agrees to make promotion to lesser qualified jobs than First Cutter and Assistant Deli Manager to the most senior qualified employee. The employee shall make such desire known to the Employer in writing. Seniority shall prevail throughout the entire number of stores of the Employer in the area covered by this Agreement.

A promotion is an assignment to a classification which has a higher top rate than the classification being vacated.

Section 68. Probationary Period for Promotions. When any employee is promoted to a higher classification, he shall be on probation for a period of thirty (30) days. The probationary period may be extended an additional thirty (30) calendar days by mutual agreement between the Employer, employee, and the Union. An employee disqualified during the probationary period shall be returned to his old classification.

Section 69. Demotion for Just Cause. Except under the provisions of this Section, no employee shall be demoted from a higher classification within the bargaining unit without just cause, which includes business need.

Section 70. A Delicatessen Manager who is being demoted (voluntarily or involuntarily) shall have the option of accepting a Delicatessen Clerk position, or in the case where the Delicatessen Manager previously was a Journeyperson Meatcutter for that Employer, may return to the Meat Department to preserve his rate of pay. Any employee, as of May 1, 1980, who has been demoted and has not had his pay reduced shall be red-circled during the term of this Agreement. A Journeyperson meatcutter shall not be forced to accept a Delicatessen Manager position which pays a lesser hourly rate of pay than the Journeyperson Meatcutter Rate.

Section 71. Nothing herein shall be construed to prohibit the Employer from hiring into a Journeyperson or top rate position should the Employer deem it necessary.

## **ARTICLE 28 AVAILABLE HOURS**

Section 72. The Employer agrees not to schedule two (2) part-time employees in the same classification back to back each day in their weekly schedules within an individual market or delicatessen where it is possible to

combine their total posted weekly schedules so that one (1) full-time employee can be used.

Floater. A "Floater" is a meatcutter or wrapper who an Employer regularly assigns to work in more than one store.

No Employer shall have any obligation to use Floaters at any time. If an Employer elects to use floaters it shall be done in accordance with the following general principles.

1. When an Employer determines there are hours necessary to be scheduled for floaters, the seniority of floaters shall be honored, first in the weekly scheduling of floaters to the fewest number of stores as is practicable, and, secondly, in scheduling a floater the greatest number of hours (up to 40) in a week as is practicable.
2. The Employer may schedule floaters by district or by bargaining unit.
3. Any full-time meatcutter or wrapper reduced to less than forty (40) hours or more than four (4) consecutive weeks in his store may notify his store manager of his request to be reassigned within his classification as a floater. If there are less senior full-time employees receiving forty (40) hours in floater assignments, the employee will be reassigned as a floater the following week. An employee who receives such reassignment waives his right to reassignment at his previous store, should more hours subsequently become available. Full-time floaters desiring non-floating assignments may request same in writing to the person designated by the Employer, and such assignments shall be made in seniority order when such opening occurs.

Section 73. Full-time scheduled vacancies shall be filled as defined elsewhere in this Agreement.

Section 74. Employees who have requested additional hours or full-time status, in writing, as set forth above, shall have until noon on the Saturday following posting of the schedule to take issue with that schedule or his right to take issue shall be waived. Should he raise such issue in timely fashion and should it not be resolved, it shall be subject to the grievance procedure set forth elsewhere in this Agreement. It shall be the responsibility of each employee to make himself aware of the schedule and any changes made therein.

Section 75. Additional Hours. Additional hours are those created by increased schedules, termination or transfers within the classification which the Employer deems necessary to fill.

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

**When additional hours become available, management shall contact, in seniority order, employees who have requested to work on the day/shift indicated on the request list and offer them the hours. If the hours cannot be assigned to**

**the employees requesting them, management may fill the hours at its discretion, including assigning those hours to employees who work in different Local 7 bargaining units within the same banner.**

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

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

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

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

Section 76. When it is necessary to work additional hours, the additional hours shall be assigned to employees in the same classification in the store who are scheduled for less than forty (40) hours in the week, in the order of seniority, provided the employee possesses the ability and skill to perform the work required and provided the employee is available to work the necessary hours and has notified the department head in writing of his desire for additional hours. Such written notification shall be furnished to the department head no later than the close of business on Wednesday to be implemented on the following week's schedule. Nothing herein shall be construed to require the scheduling of additional hours for any employee which will provide him more than forty (40) hours in a week, or five (5) days of work.

Section 77. The employee being assigned the additional hours shall not have the right to accept such hours in part, but shall be obliged to accept the entire weekly schedule as written. It is understood, however, each employee who has made written request for additional hours may revoke such request by written notice to the department head no later than the close of business on Wednesday of the week proceeding the week involved.

Section 78. Written requests shall remain in effect until forty (40) hours is achieved or such request is revoked. Written requests are not transferable from store to store.

Section 79. It is understood and agreed the Employer retains the right to require hours of work even though an employee has not requested additional hours.

Section 80. The Employer will send the Union "request list", no later than March 1st and September 1st of each calendar year.

Section 81. Full-Time Request List. For retail stores, there shall be established a "full-time request" list. This shall be made up of the names of employees in the retail store in the bargaining unit who have made written request during the first fifteen (15) days in January (to be effective from the first (1st) workweek in February until the first (1st) workweek in August) or on the first (1st)

fifteen (15) days in July (to be effective from the first (1st) workweek in August until the first (1st) workweek in February) of each year in which they state their wish to receive a full-time assignment, regardless of the hours or shift. Such written request shall be submitted to the designated Employer representative. This request shall remain in effect until the following request period or until assigned full-time.

Section 82. When an employee who has been assigned a full-time status schedule for the immediately preceding twelve (12) or more weeks is terminated because of quit or discharge, or is transferred by the Employer, or when a new position of full-time is created within an existing store, the job vacancy created by such quit, discharge, transfer or new job creation shall be filled by assignment of the most senior qualified employee in the same classification as the job vacancy who has signed the then-current “full-time request” list, when it is deemed necessary to fill the vacancy. When the new assignment is within ten (10) miles of the store in which the employee is working, the employee so assigned shall be required to fill the new assignment regardless of hours, shift or store location within the bargaining unit. In the event the new assignment is to a store more than ten (10) miles from the store in which the employee is working, the employee may refuse the new assignment, but must so advise the Employer at the time this assignment is offered. It is understood, however, each employee who has made written request for a full-time assignment retains the right to revoke such request by written notice submitted to the designated Employer representative at any time prior to the time he is offered such full-time assignment. If an employee revokes such request, that employee cannot renew his request until the next regular request period.

Section 83. This Section is intended to maximize the number of hours a senior employee can work, up to and including forty (40) hours per week, but shall not be construed to be a guaranteed workweek.

## **ARTICLE 29 ROTATION OF SHIFTS**

Section 84. Each week, the Employer will alternate the schedules within a classification within each store after 6:00 p.m., so that such work may be evenly divided as far as it may be practical. The above shall not apply to employees who, of their own volition, want to work the hours after 6:00 p.m.

## **ARTICLE 30 UNSCHEDULED OVERTIME**

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



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

## **ARTICLE 31 REDUCTION IN HOURS**

Section 86. Reduction in Hours. When a reduction in hours is necessary within the store, as opposed to a layoff in the workforce, hours will be reduced from employees in the affected classification who have not requested additional hours in writing as set forth elsewhere in this Agreement, before any reduction shall occur in the employee group which has requested additional hours.

Section 87. If, after all part-time employees in the affected classification in the store have either had their hours reduced to 24 or have been laid off, it is still necessary to reduce hours in the store, the least senior full-time employee in the store must have his hours reduced to 24 before the hours of any other full-time employee in the affected classification are reduced. Any floater hours scheduled in that store may be claimed by the most senior full-time employee in that store who has had his hours reduced below (40) in the classification in which the floater hours are available. Nothing in this Article shall be construed to require pay for time not worked for the forty-five (45) day period following a violation of the same.

Full-time employees who have been reduced for the immediately preceding five (5) consecutive weeks to less than forty (40) hours per week shall have the right to bump the least senior employee in the bargaining unit who was schedule forty (40) hours in the prior week. The employee being displaced shall take the schedule of the employee bumping. This right shall apply to journeyman status employees within their classification.

## **ARTICLE 32 LAYOFFS**

Section 88. Seniority. Journeyman and Apprentice Meat Cutters will be considered one classification for the purpose of layoff.

Section 89. Seniority. Delicatessen Clerks and Department Managers will be considered as a separate group for the purpose of applying the Seniority provisions of this Agreement.

Section 90. Seniority. Butcher Block Sales Persons will be considered as separate group for the purpose of applying the seniority provisions of this Agreement.

Section 91. Layoff Procedure. When a reduction in the workforce is necessary, as opposed to a reduction in hours, the following procedure shall be used.

1. A regular full-time employee being laid off may displace the shortest service regular full-time employee within his classification within the bargaining unit. The regular full-time employee so displaced may displace the shortest service part-time employee in the same classification in the bargaining unit. In the event there is no less senior employee performing work in the same classification,

this displaced employee may displace the least senior employee in a lower classification in which he previously performed (six) months of service in the classification for the Employer.

2. A part-time employee being laid off may displace the shortest service part-time employee within his classification within the bargaining unit.
3. Any employee with displacement rights under the procedures above shall be allowed to take a layoff in lieu of displacing any employee.
4. It is understood that, in any event, only a more senior employee can displace another employee under the procedure.
5. It is expressly understood and agreed the following shall apply to all of the options set forth above. If the shortest service employee being bumped is within a ten (10) mile radius from the displaced worker's store, the shortest service employee will be bumped. If the shortest service employee is working at a store outside the ten (10) mile radius from the displaced employee's store, the displaced employee may displace a less senior employee.

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

An employee accepting a layoff rather than accepting a job in a lower classification may inform the Employer in writing at the time of the layoff of his desire to be recalled to a lower classification which was not available at the time of his layoff, and such notification shall be honored when a vacancy occurs. The notice shall specify the lower classification to which the employee desires recall. It is understood that any employee on layoff from the classification where the vacancy occurs shall have preferential rights to such vacancy.

Section 92. Recall Procedure. Laid off employees shall be recalled as needed, in the order of seniority, to jobs in the classification from which they were laid off. The Employer shall not hire a new employee into a classification in which there are laid off employees at that time. The Employer shall offer recall to a job in the classification from which an employee was laid off prior to promoting another employee into that classification.

A full-time employee accepting recall to a part-time position shall be reclassified to part-time status. Similarly, a part-time employee recalled to a full-time position, shall be reclassified to full-time status.

Section 93. Nothing in this Article shall be construed to require pay for time not worked during the forty-five (45) day period following a violation of the same. (This Section is not applicable to unscheduled overtime hours violations or disciplinary violations.)

**ARTICLE 33**  
**TRANSFER FROM STORE TO STORE**

Transfers from store to store shall not be made or denied for capricious, arbitrary or discriminatory reasons. Full-time employees desiring a transfer to another store within the bargaining unit in order to be nearer their residence may indicate their desire for transfer in writing to the person designated by the Employer. Such transfer requests will be considered at the time an opening occurs within their classification and status. Nothing in this Article shall be construed to require pay for time not worked for the forty-five (45) day period following a violation of the same.

**ARTICLE 34**  
**NEW STORE LANGUAGE**

In the event of the opening of a new store within the bargaining unit (not a replacement of an existing store) the following procedure shall apply:

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

**ARTICLE 35**  
**LEAVES OF ABSENCE**

Section 94. Sickness, Injury, or Pregnancy. Leaves of absence shall be granted for up to eighteen (18) months without pay when an employee with three (3) months of continuous service is unable to work because of bona fide sickness, accident, disability, or pregnancy. However, in the event such an employee is unable to return to work at the end of eighteen (18) months of leave, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to duties within his classification within the said additional period.

Section 95. Personal Leaves of Absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to employees who

have completed (1) year of service for other reasons mutually agreed to between the Employer and the employee. The thirty (30) day period may be extended by an additional thirty (30) days by mutual agreement between the Employer and employee.

Section 96. Military Leave All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for **services in the Uniformed Services, as defined by USERRA or any applicable law**, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency. **Eligible employees will be entitled to seniority, and all rights and benefits based on seniority, as provided by law.**

Section 97. Union Leave of Absence. Subject to the legitimate needs of the business, leaves of absence without pay for Union business not to exceed (6) months shall be granted by the Employer to employees who have completed one (1) year of service provided the request is made at least three (3) weeks in advance of the beginning of the leave and another employee in the same store is not already on a Union leave of absence or scheduled to be on a Union leave concurrent with any portion of the period of the requested leave. The six (6) months shall be extended by an additional six (6) months upon request of the Union. The Company shall not unreasonably deny such a request.

In the event a specific request cannot be granted, the Union may contact the Company's Director of Labor Relations for discussion of possible alternatives.

Section 98. Leave of Absence for Care of Newborn or Adopted Child. For employees with one (1) year of continuous service in the bargaining unit, a Leave of Absence for either parent shall be granted without pay for a period of up to twelve (12) months for the purpose of Newborn or Adopted Child Care. The employee shall be guaranteed reinstatement in accordance with their seniority. An employee who wished to change his or her date of return to work shall notify the Store Manager two (2) weeks in advance and shall be returned to work as set forth above. The Leave of Absence for either parent must end no later than twelve (12) months from the date of birth or date of adoption. The Employer may require verification of the parent relationship to the newborn or to the adopted child.

Section 99. Leave of Absence for Family Care. A family care leave, without pay, shall be granted, upon request by an employee for a total of up to six (6) consecutive months within a two (2) year period. The employee requesting the leave must have a minimum of one (1) year's continuous service in the bargaining unit at the time of the request. The employee shall be guaranteed reinstatement in accordance with their seniority at the end of their leave. Any employee who wishes to change his or her date to return to work shall notify the Store Director two (2) weeks in advance of the date they intend to return. The purpose of this leave shall be to care for seriously ill family members. For the purpose of this leave, "family members" shall be:

1. Spouse and parents of the employee.
2. Biological or adopted unmarried children under nineteen (19) years of age and full-time students up to age 23.
3. A child of any age who is incapable of self-support.

4. Any relative residing in the employee's home and dependent upon the employee For care.

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

Section 100. All leaves of absence must be requested in writing to the person designated by the Employer, unless the employee is physically disabled to the extent that such advance request is not possible, and shall state: (1) the reasons, (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing in advance, and a copy shall be given to the employee.

Section 101. The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first weekly schedule made up after the department designated by the Employer has received notice in writing of the employee's availability, provided the Employer received such notice no later than Wednesday immediately prior to the Friday scheduling.

## **ARTICLE 36 BEREAVEMENT LEAVE**

Section 102. Upon request an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family, and/or for grieving. Such time off with pay shall in no event exceed three (3) regularly scheduled working days, and the amount of such paid time off actually granted shall normally depend upon the distance involved. The immediate family is defined as the employee's father, mother, spouse, **common-law spouse, an individual in a civil union with that employee if recognized by State law**, children, step-child, brother, sister, grandparents and grandchildren; and father, mother, brother and sister of the then existing spouse. In the event of the death of a grandparent of the employee's spouse, the Company shall allow the affected employee to take one (1) day bereavement leave with pay to attend the funeral. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence. If an employee is notified of the death of his spouse, parent, child or grandchild while at work, he shall be granted the remainder of the day off and paid for scheduled work hours that day. This shall not be counted as part of the above three (3) days. The Employer may require satisfactory evidence confirming the relationship of the deceased person. Additional time, without pay, shall be granted as needed by the employee up to seven (7) days for the above defined immediate family as well as for aunts, uncles, nieces, nephews, step-brothers, step-sisters, **co-parents, fiancés/fiancées** and grandparents of the then existing spouse.

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

Section 103. No schedule shall be changed for the express purpose of making the employee's day off replace a day that otherwise would have been paid for under these provisions.

## **ARTICLE 37 JURY DUTY**

Section 104. Whenever any employee covered by this Agreement is required to serve on a petit jury during his regular working hours, the Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received from the Employer in straight-time pay had said jury duty not prevented him from being at work. On any scheduled workday, the employee shall promptly report to complete any remaining hours of his scheduled workday; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the Court for at least eight (8) hours jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which served and was compensated for jury duty by the Court on that day.

Section 105. When the Employer requests an employee to appear in Court, he shall be compensated at his regular straight-time hourly rate of pay for such time.

Section 106. The Employer may require a statement from the Court Clerk certifying attendance.

## **ARTICLE 38 SICK LEAVE**

Section 107. All employees covered by this Agreement who normally work one hundred four (104) hours a month or more and who have been continuously employed by their Employer for a period of at least one (1) year, shall be entitled to six (6) days of sick leave with pay.

Employees hired on or after May 1, 2005 who have completed one (1) consecutive year of employment shall commence accumulating sick leave credit of up to two (2) hours for each month that such employee works at least ninety-six (96) hours in a four week month or one hundred twenty (120) hours in a five week month. Such credit shall be determined by dividing the actual hours worked for such month by one hundred sixty (160) hours (in a four week month) or two hundred (200) hours in a five week month times two (2). Unused sick leave shall not exceed a maximum accumulation of **two hundred forty (240) hours. Said sick leave is to commence:**

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

**Section 108.** For all employees, any employee ineligible for first or second day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation accrued pursuant to Section 47 or unused personal holidays as payment for such employee's first or second day sick time, at the employee's election. Notwithstanding other requirements to use personal holidays or unused and accrued vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.

- (b) For Employees hired on or before April 30, 2005, unused sick leave shall be cumulative, and, after the first (1st) year of continuous employment, said employee shall accumulate unused sick leave at the rate of one-half (1/2) day per month of continuous employment in which they work ninety-six (96) hours in a four week month and one hundred and twenty (120) hours in a five week month, but not to exceed a maximum accumulation of six hundred (600) hours. (An otherwise eligible employee shall get no credit toward accumulation of sick leave for any continuous service prior to May 1, 1958, which was the date used for the beginning of accumulation under the sick leave plan instituted by the Employer and the Union in a prior Labor Agreement which was signed December 19, 1958).
- (c) A doctor's certificate or other authoritative verification of illness may be required by the Employer. Upon request from the employee, said sick leave is to commence with the second (2nd) full day of absence, employees hired on or after May 1, 2005 sick leave is to commence on the third (3) scheduled workday's absence due to sickness or injury (except in the case of occupational injury in which event sick leave shall commence on the first (1st) day following injury which the employee would have worked had the injury not occurred) and shall be paid at the rate of one (1) day of pay until such sick benefit allowance is used up. An employee who has accumulated **one hundred ninety-two (192)** hours of unused sick leave shall also be entitled to sick leave on the first day of absence due to sickness, injury, if the employee is hospitalized or undergoes outpatient surgery. There shall be no retroactive application of this provision.
- (d) For the purpose of this Article one (1) day of pay shall mean eight (8) hours of pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight-time. No employee shall receive pay, under any combination of sick leave and Worker's Compensation or Weekly Indemnity which exceed the lesser of his regular pay or eight (8) hours per day or forty (40) hours per week at his straight-time hourly rate of pay. The waiting period herein provided before sick pay commences, shall apply for each illness or injury in case the sick benefit allowance has not been used up in previous illnesses.
- (e) Sick leave shall be paid to part-time employees on the basis set forth above on a pro rata of total hours worked during the year preceding the anniversary date as a ratio to two thousand eighty (2,080) hours, but can accumulate only for a maximum of six (6) years.

- (f) Sick leave benefits are not convertible to cash.
- (g) **Safe Leave:** The parties recognize that, in accordance with Colorado law, employees may request and take up to three working days of leave from work in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault or the victim of any other crime. In accordance with law, the employee must give reasonable notice to his or her department manager, when possible.

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

## ARTICLE 39 SAFETY

**Section 109.** The Company and Union agree that the Employer is responsible for maintaining a sound safety program and its employees are responsible for adhering to the safety program by working safely, being continually alert so they may prevent injury to themselves, fellow employees, and our customers. Employees are responsible for reporting any safety hazards immediately to store management so that they may be addressed in accord with the Company safety program.

**Section 110.** The Company agrees that, when required by its safety program or applicable law, it is obligated to provide the following safety items:

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

**Section 111.** The Company agrees that it shall provide safety training, as required by applicable law or by its safety programs at the time of hire, when employees change positions (if required) and through its store Safety Champions monthly program. The Company further agrees to maintain records of all such training, for each employee, and such records shall be made available within a reasonable amount of time with written request by the Union.

- No employee shall operate, be permitted to operate, or directed to operate a Powered Industrial Truck (PIT) prior to completion of training in PIT operation. The Company shall be responsible to track the expiration date of their PIT training for re-certification. Without required PIT training, employees may only operate hand jacks.
- No employee shall operate, be permitted to operate, or directed to operate a cardboard baler prior to completion of training in baler operation.
- No employee shall operate, be permitted to operate, or be directed to operate a trash compactor prior to completion of training in compactor operation.



- Employees agree that they will not operate PIT if their training certification has expired.

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

Section 112. The President of the Union, or a designee, shall have the right to visit any of the Company's covered places of business in order to ensure a safe work environment in accordance with Article 48 Section 136 of the meat agreement. The President of the Union, or a designee, shall follow all applicable health and safety regulations, including but not limited to hair restraints, attire, personal belongings and beverages/food throughout the store.

Section 113. The Employer agrees that each store will have a Safety Committee that can be made up of managerial and non-managerial employees from the store. The Safety Committee will meet at least once a month. The store Director may designate one employee per store to act as a Safety champion. The Company will encourage the safety Champion to attend the monthly safety meeting with all Safety Committee members.

Section 114. Master Safety Committee. The Employer and the Union will jointly set up a Master Safety Committee, made up of two (2) members from the Union and two (2) members from the Company, to discuss and work toward resolving safety issues in the workplace.

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

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

#### **ARTICLE 40 INJURY ON THE JOB**

Section 115. When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

#### **ARTICLE 41 CHILD CARE DISCOUNT PROGRAMS**

Section 116. Albertson's LLC agrees to participate with United Food and Commercial Workers, Local No. 7 on discount programs established with the local child care facilities.

#### **ARTICLE 42 FLEXIBLE BENEFITS PLANS**

Section 117. Albertson's LLC agrees to participate in a Child Care Flexible Benefit Plan. The administrator of the Plan shall be selected by the Company.

**ARTICLE 43  
HEALTH BENEFITS**

Section 118. Trust Fund. The Rocky Mountain UFCW Unions and Employers Health Benefit Trust ("Health Benefit Trust") is a trust fund jointly administered by an equal number of Trustees representing the Employer and the Union. All contributions provided for in this Article will be paid into the Health Benefit Trust. The Trust Fund is to be jointly administered by an equal number of Trustees representing the Employer and the Union. There shall be three (3) Plans of benefits, Plan A, Plan B and Plan C with contributions as provided herein. As a condition of receiving the contributions provided above, the Trustees of the Plan will:

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

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

Section 119. Employer Contributions and Benefit Levels - The Employer agrees to contribute the following amounts per month for each eligible employee:

**“Up to” increase on January 1, 2021.**

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

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

1. Using the latest financial data available as of September 1, 2020, co-consultants will develop a forecast through 12/31/2021.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31/2021 that is below the target reserve level (average of 1.4 months of expense for the 12

months ending 12/31/2021, plus IBNR at 12/31/2021), then the employer contributions will be increased effective January 2021 so that the ending reserve will be equal to the target reserve.

4. In no event will the increase in the employer contributions rates exceed 7.0%. In no event will the 2021 employer contribution rate be less than the 2020 employer contribution rate.
5. Co-consultants will work together to develop increases that are as close as possible. In the event co-consultants develop materially different estimates, the lowest increase will be implemented while Trustees resolve the differences between the two estimates of the co-consultants. Any arbitration concerning the differences between the two estimates shall be held not more than sixty (60) days following deadlock.

**Agreed upon trend:**

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

Section 120. Employee Co-Premiums: Effective July 1, 2005, employees who are eligible to participate and enroll in the Health Plan shall as a condition of such participation make a monthly co-premium payment equal to \$5.00 per week if enrolled in employee only coverage, \$10.00 per week if enrolled as employee plus spouse or employee plus children and \$15.00 per week if enrolled in family coverage. Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer.

Effective January 1, 2013, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: \$7.50/week for employee only, \$15/week for employee and children or employee and spouse, and \$23/week for employee, spouse and children/family.

Section 121. Enrollment and Eligibility: Effective calendar year enrollment period beginning January 1, 2010, the Plan shall conduct an annual enrollment in accordance with the following procedure.

General Rule

- Currently Enrolled
  - If enrolled for 2009 and no changes desired – need not do anything – terms of enrollment for 2009 remain in effect until coverage under the Plan terminates or until a change is desired.

- If enrolled and a change is desired – need to timely complete new enrollment form on same basis as in prior years.
- If not enrolled in 2009, but want to enroll for 2010 or for a subsequent year, need to timely complete enrollment form on same basis as in prior years.
  - Newly eligible employee must initially make a positive election to enroll in the Plan. Terms of initial enrollment will remain in effect until coverage under the Plan terminates or until a change is desired.

### Special Rules

- Newly eligible employees – must enroll within 90 days.
- Current special enrollment event rules that remain in effect.
- Newly acquired dependent – must enroll within 30 days. The effective date of coverage will be:
  - Marriage – the date of marriage.
  - Birth of a dependent – the date of birth.
  - Adoption or Placement for Adoption of Dependent – date of adoption or placement for adoption.
    - Employee or dependent lose coverage under another plan – must enroll within 30 days (Exception: if loss of coverage is under this Plan, individual has 60 days to enroll under Plan). The effective date of coverage will be the first day of the month following the termination of coverage.
    - Special disenrollment rules that remain in effect:
      - Dependent spouse becomes covered under spouse’s employer’s plan or employment status so that the spouse is no longer eligible to participate in a health plan sponsored or maintained by his/her employer – Plan must be notified within 60 days of spouse’s coverage to discontinue payment of working spouse fee. The cessation of the working spouse fee is prospective only.
      - Disenrollment – if dependent loses status as eligible dependent or an employee or dependent becomes covered under another plan – must disenroll within 60 days of event causing loss of coverage or effective date of coverage under another plan. The reduction in the weekly payroll deduction is prospective only.
    - New Procedures/rules.
      - Administration office will need to do semi-annual verification of continuation of student status of known students plus any child who attains age 19 in the spring and fall of each calendar year.
      - For first claim filed by spouse each calendar year, administration office will need to verify working status of spouse and if working, determine if covered by employer’s plan.
    - Continuation of Rule Regarding Special Enrollment Events

- Employees currently enrolled in the Plan shall continue to be enrolled in the Plan unless they make a positive election to discontinue their enrollment or change their coverage. A discontinuation in coverage may be made within sixty (60) days of a special enrollment event as defined by the Plan. Administration Office will need to do semi-annual verification.

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

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

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

Section 122. Initial Eligibility – Part-time employees hired before May 1, 2005 who on April 30, 2005 have met the initial eligibility requirement for benefits under the Trust will continue to be eligible for coverage provided the employee enrolls in the Plan beginning in 2005, and further provided the employee has made the required employee co-premium payment. Such employees shall continue to be eligible for Plan A if such employee was eligible for Plan A on April 30, 2005. Employee's who were eligible for and were participating in Plan B on April 30, 2005, shall participate in Plan B until such employee has been covered under such Plan B for 24 months. Thereafter, such employee may advance to Plan A provided they continue to enroll and meet the eligibility requirements of the Plan. Employees hired on or before April 30, 2005, who are not eligible for coverage as of April 30, 2005 shall be required to meet initial eligibility for Plan B, and subsequent eligibility to begin participation in Plan A, as provided in the predecessor agreement which terminated in 2004.

All part-time employees hired on or after May 1, 2005 shall, beginning the first of the month following 12 calendar months of employment (but not before January 1, 2010 with regard to their eligible dependents), be eligible to enroll and participate in the Health Plan, under the Health Plan C. Upon completion of the first (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next (36) months of eligibility under Plan B.

Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependents may enroll and participate in Plan A.

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

Section 123. On-going Eligibility – After satisfying initial eligibility requirement provisions and enrollment in the Health Plan, the employee must continue to meet the monthly on-going eligibility requirements as a condition of continued participation in the Health Plan. Enrolled employees who work (80) hours in a (4) week month or (100) hours in a (5) week month shall be eligible for coverage on a lag month basis. For the purpose of this Article, hours worked shall include hours paid directly by the Company for holiday, vacation, jury duty, bereavement leave and sick pay.

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

Section 124. Trust Plan Changes. The Trustees at the earliest date possible but not later than June 1, 2005 shall revise the plan of benefits to include:

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

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

#### Health and Care Management

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

- Quality education campaign for all participants
- Superior participant communications, including robust web tools

- Superior participant information tools
  - Analytics measuring participation, compliance, and results
  - Very strong comprehensiveness of programs
  - High levels of integration
  - Strong physician behavior change mechanisms
  - Significant levels of medical and drug trend reduction
1. Establish a health risk assessment questionnaire to be completed annually. If employee and spouse complete annually, such employee's co-premium to the Plan shall be reduced \$5 per month for each employee and spouse (max \$10) for that enrollment's calendar year. An HRQ must be completed each year during enrollment to be eligible to receive the HRQ incentive for each year. During the term of this Agreement, the Trustees may, by mutual agreement, reallocate the HRQ incentive amounts provided above.
  2. Establish 24-hour nurse call-in line and/or medical decision support.
  3. Develop a medical management program that targets high-risk participants with chronic diseases such as diabetes, obesity, asthma and cardiovascular disease. In order to encourage participant engagement in such programs and to enhance the goal of improving health status a series of incentives must be developed.

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

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

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

It is understood that the Plan's consultants will continue to evaluate the effectiveness of including these scheduled drug categories on

Plan costs and based on their recommendations the Trustees may remove drugs from this list and/or add other categories of drugs consistent with the objective of increasing compliance with prescribed drug therapies which will lower plan costs and trend.

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

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

Utilize nationally recognized guidelines as a basis for coverage.

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

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

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

Section 125. Long Term Funding Policy

1. The parties recommend to the trustees that a Minimum Reserve Requirement be established equal to IBNR reserves plus a lag month reserve. The Fund consultants shall calculate the IBNR and lag month reserve requirement at least once every twelve months beginning on (date to be set by trustees) and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants claims run off.
2. If the market value of the assets at any twelve-month review point is ever below the IBNR level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign and/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the 12-month period beginning after the trustee meeting in which the deficiency is first projected.
3. No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.



4. If the Fund consultants cannot agree on a recommended plan of benefit redesign and/or employee co-premium contributions, and the Trustees cannot agree to a corrective action plan, by virtue of deadlock motions, then the trustees must act to adopt the recommended corrective action plan that has the least adverse impact on plan participants, however, one set of Trustees may exercise the Fund's dispute resolution procedure on an expedited basis to determine if other corrective actions must be taken.
5. The minimum reserve target defined above is solely meant to be a "floor". It is not also a "ceiling". That is, no Trustee action is required or expected in the event that reserve levels are above the minimum reserve target.

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

Section 126. Extended Benefits. An employee who has been eligible for benefits for six (6) months or more immediately prior to becoming physically disabled and thereby unable to work, shall continue to be eligible for benefits during his continuing period of disability, up to a maximum of six (6) months.

Section 127. Retiree's Benefits. The Employer will contribute eighteen dollars and thirty-four cents (\$18.34) per month per eligible active bargaining unit employee, covered under this Agreement, in the Health Plan to subsidize the self pay costs of providing Health and Welfare benefits to eligible retirees under the Rocky Mountain UFCW Unions and Employers Health Benefit Plan (the "Retiree's Health Plan.").

Effective for employees who retire on or after October 1, 1996, the eligibility requirements for participation in Retiree's Health Plan shall be:

Employees retiring on or after October 1, 1996, must have a combined total of 15 years of service and have attained age 50, or be totally disabled, at the time of his termination of employment.

#### **ARTICLE 44 NON-DUPLICATION OF BENEFITS**

Section 128. In the event any law or governmental regulation requires any payment from the Employer for benefits which would replace, supplement or modify the Medical, Surgical and Hospital Service, Dental Plan, Pension Plan, Prescription Plan, Vision Plan or other benefit provided under this Agreement, the amount of such payments shall be deducted from the contributions for such benefits required under the terms and conditions of this Agreement.

#### **ARTICLE 45 PENSION FUND**

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

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

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

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

**Section 129. 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).**

Effective January 1, 2010 (December hours) for all employees covered by this Agreement, the Employer shall pay eighty-two cents (\$0.82) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund. **Effective November 30, 2015, the supplemental contribution contained therein shall cease. Effective December 1, 2015, the base pension contribution rate for all contracts shall be increased to one dollar and twenty-five cents (\$1.25) per hour (based on preceding month hours). Effective December 1, 2015 (November hours), the base contribution rate shall be reduced to one dollar and five cents (\$1.05) per hour. Such reduced contribution shall continue through the payment made in November 2018 (October hours). Effective December 1, 2018 (November hours) the base contribution rate shall return to one dollar and twenty-five cents (\$1.25). At the trust meeting set no more than six (6) months prior to the expiration of the 2015-2019 contract, the actuaries are to determine the contribution rate necessary to continue funding current benefits and to**

maintain PPA green zone status for at least the next ten (10) years. In the event the actuaries determine that a lower contribution rate is sufficient to continue current benefits, the Union and the Employers will share equally the excess funding. The Union may increase the accrual rate and the Employers' contribution rate will be reduced in an equal manner and amount, based on actuarial equivalence. Nothing in this section should be construed as an agreement to increase the pension contribution rate above the agreed upon basis set forth above.

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

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

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

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

Delete the Pension Protection Act (PPA) section in the current Agreement. Effective November 30, 2015, the supplemental contribution contained therein shall cease. Effective December 1, 2015, the base pension contribution rate for all contracts shall be increased to \$1.25 per hour (based on preceding month hours). Effective December 1, 2015 (November hours), the base contribution rate shall be reduced to \$1.05 per hour. Such reduced contribution shall continue through the payment made in November 2018 (October hours). Effective December 1, 2018 (on November 2018 hours) the base contribution rate shall return to \$1.25.

#### Section 130. Funding Policy.

The parties agree to direct the Trustees of the Pension Plan to use their best effort to effect a merger with the Denver Area Meatcutters Pension Fund with the Rocky Mountain UFCW Union and Employers Pension Plan with the objective of accomplishing the merger on or about July 1, 2016, and give full authority to effectuate such merger to the Board of Trustees of the two pension plans without further approval of the parties of this Agreement.

Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of

administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from shall be paid out of the Pension Fund.

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

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

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

Section 131. The Employer will direct its trustee to expedite the adoption of new prohibitive employment rules which restrict employment while drawing pension.

#### **ARTICLE 45 HEALTH AND WELFARE OR PENSION DELINQUENCIES**

Section 132. If the Employer fails to make monthly health and welfare or pension contributions, as set forth herein, he shall be notified by Certified or Registered Mail of his delinquency, either by the Health and Welfare Administrator or the Pension Plan Administrator, and if said remittance is not paid within ten (10) days, notwithstanding any provision of this Agreement, the Union, without the necessity of giving any other or further notice shall have the right to strike or to take such action as it shall deem necessary until such delinquent payments are made. The Employer hereby waives the requirement of any other notice or notices being given by the Health and Welfare Administrator or the Pension Plan Administrator or by the Union to him or to anyone else other than such notice or notices expressly provided for in this Article.

#### **ARTICLE 46 DISCHARGE AND NO DISCRIMINATION**

Section 133. No employee shall be discharged without just and sufficient cause.

Section 134. The Employer hereby agrees not to discriminate against any employee or discharge him because of membership in the Union and/or for upholding Union principles. Employees may not wear buttons, patches or any other type of insignia while at work unless it is worn in connection with a recognized and Company sponsored promotion or is requested by the Store Director for business reasons. Each employee shall be allowed to wear one (1) Union button of normal size.

Section 135. No employee shall be discharged or threatened for refusing to cross or work behind any primary picket line established by any labor organization at the Employer's premises, nor shall the Union be deemed to be in violation of this Agreement if its members choose to honor any such picket line.

Section 136. The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex, age or disability.

Section 137. No employee who because of his religion has conscientious objections to working on his Sabbath will be required to work his Sabbath as a condition of employment. If the rights of the employees under this paragraph operate in conflict with the seniority provisions contained elsewhere in this Agreement, the right of seniority shall prevail.

Section 138. Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

Section 139. It is recognized that the Employer may sponsor donations to worthy charitable organizations of a non-political nature. However, no employee shall be told a specific amount he must contribute. There shall be no compulsion with regard to contributions.

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

## **ARTICLE 47 UNION REPRESENTATIVE VISITATION**

Section 140. The President or the business representative of Local #7 shall have the right of entering the premises of the Employer for the purposes of interviewing employees, except such representatives shall not in any way interfere with or disrupt any employee's production or ability to service customers. The said representatives shall make their presence known to the supervisory person in charge upon entering the premises. The Employer shall, upon the request of an authorized Union representative, furnish satisfactory evidence to ascertain whether employees are being paid in accordance with the terms of this Agreement. The Chief Executive Officer, or his Deputy, may inspect the dues books of employees during working hours. It shall be the Union Representative's obligation at all times to gather any and all payroll, schedules and time card information relevant to a written grievance from the store itself. The Store Director shall provide this relevant information to the Union Representative within seventy-two (72) hours after the request (exclusive of Saturdays and Sundays).

## **ARTICLE 48 UNION STEWARD**

Section 141. The Union shall have the right to designate one (1) Steward per store who shall perform their Steward duties in such a way as not to interfere with the service of the Employer. Such Stewards shall have top seniority for the purpose of layoff within their classification in that store. The designated

representative of the Employer must be advised in writing by the Union of the name of the Steward in the store before the employee will be recognized as a Steward.

Section 142. Employee's Right to Union Representation. When an employee is involved in a disciplinary interview where the probable result of such interview will be the imposition of disciplinary action, the employee may request Union representation.

Section 143. The Employer shall schedule Union Stewards off without pay one (1) day per year for the purpose of attending a Union seminar. Schedules shall be arranged so that stewards will not suffer any loss in pay. The Company agrees to adjust the Union Steward's work schedule to allow them to attend an annual Union Stewards' conference.

## **ARTICLE 49 GRIEVANCE AND ARBITRATION PROCEDURE**

Section 144. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth shall result in forfeiture of the grievance.

Section 145. Step 1. By conference during scheduled working hours between the Steward, if requested by the employee or the Employer, and/or the Union's Business Representative and/or the aggrieved employee and the designated Employer representative.

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

Section 146. Step 2. If the grievance cannot be satisfactory resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In the event the Employer designee assigned to handle the grievance does not have an office in the area where the grievance arises, this meeting may be discussed by phone; furthermore, the time limits of this meeting may be postponed by mutual agreement of the parties.

Within thirty (30) days of the Union's receipt of a written response from the Company to the written grievance, the Union Representative and the grievant will contact the appropriate Company representative by conference telephone call.

In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Store Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis but not beyond ninety (90) days prior to the date on which the grievance is presented in writing.

Section 147. Step 3. If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of Step 2 meeting, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the matter hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

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

Section 148. In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree upon at least two (2) additional geographical areas to submit to the FMCS for purposes of requesting panels of arbitrators. From this panel of five (5) names, each party shall alternately strike two (2) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

Section 149. The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The parties specifically agree that the hearing shall be conducted in accordance with recognized, formal arbitration practices and procedures. The parties also agree that post hearing briefs shall be written and submitted to the arbitrator in all discharge and contract interpretation cases unless otherwise mutually agreed to by the parties. In those cases where the grievance is sustained, the Employer will pay the arbitration expenses. In those cases where the grievance is denied, the Union will pay the arbitration expenses. If the grievance is denied in part and sustained in part, the parties will share the expenses equally. The arbitrator will issue his decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

Section 150. In the event either party refuses to arbitrate on demand of the other party and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred, up to Two Hundred Dollars (\$200.00).

Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to Two Hundred Dollars (\$200.00) to the refusing party.

## **ARTICLE 50 NO STRIKE - NO LOCKOUT**

Section 151. During the life of this Agreement, there shall be no lockout, strike, picketing, boycotting, stoppage of work, anti-Company publicity, corporate campaign activity or other economic action of whatsoever nature against the Company.

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

It also is recognized that various monies from Local 7 are paid to UFCW International Union funds. The Local does not control such funds. Consequently, the UFCW International Union's use of those funds for corporate campaign purposes will not be a violation of this Agreement.

## **ARTICLE 51 STORE OR PLANT CLOSING**

Section 152. In the event the Employer closes or sells a store or plant and employees are terminated as a result thereof, such employees are entitled to pay equal one (1) week's pay for each year of continuous service commencing with the third (3rd) year of continuous service up to, but not to exceed eight (8) weeks pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee will receive pro rata severance pay for that year as follows:

- 0 - 3 months equals twenty-five (25%) of a week's pay.
- 3 - 6 months equals fifty percent (50%) of a week's pay.
- 6 - 9 months equals seventy-five percent (75%) of a week's pay.
- Over 9 months equals one week's pay.

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

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

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

An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) day period, if he has not been recalled, he will be paid severance pay and forfeit his seniority. Any extensions of this ninety (90) day period must be



agreed upon in writing and signed by the employee, a representative of the Union and the Employer. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

If an employee is offered a transfer or other employment with the Employer within forty (40) miles of the store or plant in which he was last working and he refuses to accept the transfer or other employment with the Employer he forfeits his rights to severance pay and Pension and Health and Welfare contributions.

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

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

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

In the event of a store or plant closing, employees shall be allowed to exercise their seniority under their respective layoff procedures.

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

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

## **ARTICLE 52 BULLETIN BOARD**

Section 153. The Employer agrees to furnish a bulletin board for the use of the Union within each store. Material placed upon the bulletin board shall be restricted to the following type of notices:

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

The bulletin board is not to be used by the Union or its members for disseminating propaganda of any kind whatsoever, and among other things, it shall not be used for the posting of material of a political or controversial nature or for advertising

purposes. Any document placed on the bulletin board must be signed by an officer or official representative of the Union.

### **ARTICLE 53 SHOP CARD**

Section 154. The Union Shop Card is the property of the United Food and Commercial Workers, International Union, AFL-CIO, and is loaned to the Employers for display who sign and abide by this Agreement. The Shop Card may be removed from any market by the Chief Executive Officer of Local No. 7 or his deputy for any violation of this Agreement.

### **ARTICLE 54 UNIFORMS/EQUIPMENT**

Section 155. The Employer agrees to furnish all linens or uniforms required by the Employer for use in the markets and delicatessen and to launder same, except for wash and wear garments. It is further provided that all handsaw frames and handsaw blades shall be furnished by the Employer. The employer will also furnish an oil stone in each market for the use of employees in sharpening all hand tools.

### **ARTICLE 55 SAVING CLAUSE**

Section 156. If, during the terms of this Agreement, or during any renewal or extension of the same, any Federal or State Law is enacted, or any rule or regulation is issued under any Federal or State Law, which would make compliance by the Union, the Employer, employees, or any of them, with the terms, provisions or condition of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such law, regulation or rule. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall continue in full force and effect.

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

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

### **ARTICLE 56 REMEDY FOR ERRORS**

Section 157. If an error is made by management in the application of the provisions of this Agreement resulting in a lost work opportunity for the aggrieved employee such as vendor stocking, scheduling and assignment of hours disputes (except for Section 88), classification issues, and work jurisdiction matters, and the affected employee immediately files a grievance with the union and Albertson's Labor Relations Department, the employee shall be made whole by being permitted to work the number of hours lost. Such hours shall be above and beyond the posted

schedule. The employee shall advise management anytime after the next schedule is finalized for the workweek of their desire to exercise their right to work the additional hours. An aggrieved employee may not demand such remedy on an overtime or premium pay basis if the alleged violation occurred on what would have been straight-time for such employee. The employee must exercise this right to work within four (4) weeks of the settlement of error with the employee or such right shall be forfeited and no further remedy shall be required. In the event of a subsequent violation in the same store of the same article within six (6) months of a previous violation, the employee shall be eligible for monetary damages.

**ARTICLE 57**  
**TERM OF AGREEMENT**

Section 158. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement


THIS AGREEMENT shall be in full force and effect from 12:01 a.m., **January 13, 2019**, and shall remain in full force and effect until midnight, **January 8, 2022**, and shall automatically be renewed from year to year thereafter unless either party desires change or termination at the expiration of said Agreement. In such event the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties above-named have signed their names and/or affixed the signatures of their authorized representatives this 26<sup>th</sup> day of August, **2020**.

ALBERTSON'S LLC.

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

By: 

By: 

## RETAIL MEAT AGREEMENT

### APPENDIX "A"

(Denver, Colorado)

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

#### Demotions, Step Downs and Layoffs

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

#### Promotions, new hires and new entrants into the bargaining unit:

Employees who are promoted to a different classification after April 30, 2005 shall not receive a reduction in their hourly rate of pay if when promoted to such classification they are being paid an hourly rate of pay greater than the minimum, unless they are above the "thereafter" hourly rate in which case they will immediately be paid the "thereafter" hourly rate. When such employee is paid less than the "thereafter" hourly rate, prior to receiving an increase in their hourly rate of pay, they must work 1,040 hours at their current rate before promotion to the hourly rate in the new classification that would give them an increase in their hourly rate of pay, **or the hours they had left in their step prior to promotion, whichever is less.**

**ALBERTSON'S DENVER MEAT**

	1/13/2019	1/12/2020	1/10/2021
<b><u>Meat Manager</u></b>	\$21.63	\$21.98	\$22.33
<b><u>First Cutter</u></b>	\$21.13	\$21.48	\$21.83
<b><u>Deli Manager</u></b>	\$20.81	\$21.16	\$21.51
<b><u>Butcher Block Supervisor</u></b>	\$19.43	\$19.78	\$20.13
<b><u>Meatcutter</u></b>			
<b>1<sup>st</sup> 1040 Hours</b>	\$11.75	\$12.25	\$12.35
<b>Next 1040 Hours</b>	\$12.00	\$12.50	\$12.60
<b>Next 1040 Hours</b>	\$12.25	\$12.75	\$12.85
<b>Next 1040 Hours</b>	\$12.50	\$13.00	\$13.10
<b>Next 1040 Hours</b>	\$13.23	\$13.50	\$13.60
<b>Next 1040 Hours</b>	\$14.12	\$14.12	\$14.12
<b>Next 1040 Hours</b>	\$15.01	\$15.01	\$15.01
<b>Next 520 Hours</b>	\$15.89	\$15.89	\$15.89
<b>Thereafter</b>	\$20.80	\$21.15	\$21.50
<b><u>Butcher Block Clerk</u></b>			
<b>1<sup>st</sup> 1040 Hours</b>	\$11.75	\$12.25	\$12.35
<b>Next 1040 Hours</b>	\$12.00	\$12.50	\$12.60
<b>Next 1040 Hours</b>	\$12.25	\$12.75	\$12.85
<b>Next 1040 Hours</b>	\$12.50	\$13.00	\$13.10
<b>Next 1040 Hours</b>	\$13.00	\$13.50	\$13.60
<b>Next 1040 Hours</b>	\$14.00	\$14.00	\$14.10
<b>Next 1040 Hours</b>	\$15.50	\$15.50	\$15.50
<b>Next 520 Hours</b>	\$16.00	\$16.00	\$16.00
<b>Thereafter</b>	\$17.70	\$18.05	\$18.40
<b><u>Service Deli Clerk</u></b>			
<b>1<sup>st</sup> 1040 Hours</b>	\$11.75	\$12.25	\$12.35
<b>Next 1040 Hours</b>	\$12.00	\$12.50	\$12.60
<b>Next 1040 Hours</b>	\$12.25	\$12.75	\$12.85
<b>Next 1040 Hours</b>	\$12.50	\$13.00	\$13.10
<b>Next 1040 Hours</b>	\$13.00	\$13.50	\$13.60
<b>Next 1040 Hours</b>	\$14.00	\$14.00	\$14.10
<b>Next 1040 Hours</b>	\$15.50	\$15.50	\$15.50
<b>Next 520 Hours</b>	\$16.00	\$16.00	\$16.00
<b>Thereafter</b>	\$17.39	\$17.74	\$18.09
<b><u>Meat Wrapper</u></b>			
<b>1<sup>st</sup> 1040 Hours</b>	\$11.75	\$12.25	\$12.35
<b>Next 1040 Hours</b>	\$12.00	\$12.50	\$12.60
<b>Next 1040 Hours</b>	\$12.25	\$12.75	\$12.85

<u>Meat Wrapper cont.</u>		<b>1/13/2019</b>	<b>1/12/2020</b>	<b>1/10/2021</b>
<b>Next 1040 Hours</b>		<b>\$12.50</b>	<b>\$13.00</b>	<b>\$13.10</b>
<b>Next 1040 Hours</b>		<b>\$13.00</b>	<b>\$13.50</b>	<b>\$13.60</b>
<b>Next 1040 Hours</b>		<b>\$14.00</b>	<b>\$14.00</b>	<b>\$14.10</b>
<b>Next 1040 Hours</b>		<b>\$15.50</b>	<b>\$15.50</b>	<b>\$15.50</b>
<b>Next 520 Hours</b>		<b>\$16.00</b>	<b>\$16.00</b>	<b>\$16.00</b>
<b>Thereafter</b>		<b>\$17.70</b>	<b>\$18.05</b>	<b>\$18.40</b>
<u><b>Meat Clean Up</b></u>				
<b>1<sup>st</sup> 520 Hours</b>		<b>\$11.30</b>	<b>\$12.00</b>	<b>\$12.00</b>
<b>2<sup>nd</sup> 520 Hours</b>		<b>\$11.40</b>	<b>\$12.00</b>	<b>\$12.00</b>
<b>Thereafter</b>		<b>\$11.50</b>	<b>\$12.00</b>	<b>\$12.00</b>

## APPENDIX "B"

Based on the Union's commitment that Safeway and King Soopers will continue to pay an hourly bonus as they have in the past, Albertson's will pay an additional fifteen cents (15¢) [five cents (05¢) for meat clean-up], payable on all hours worked each fiscal quarter to employees employed throughout the entire fiscal quarter and within thirty (30) days of the end of the quarter. Albertson's LLC will pay the hourly bonus on hours paid for the duration of this agreement.

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

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

**ALBERTSON'S LLC MEAT LETTERS OF UNDERSTANDING:**

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

1. Transferred Employees – Seniority.
2. Retail Meat Practices.
3. New Store Cross Checks.
4. Amicable Relationship/ADR.
5. Employee Buy Out.
6. ABC Checkoff (2002).
7. Health and Welfare Contributions
8. Minimum Wage
9. Assistant Service Deli Manager



**RETAIL MEAT AGREEMENT**  
**LETTER OF UNDERSTANDING**  
**TRANSFERRED EMPLOYEES-SENIORITY**

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

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

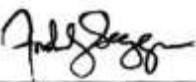
An Albertson's employee transferring into a bargaining unit represented by Local No. 7 from a bargaining unit not represented by Local No. 7 will not have seniority for the first thirty (30) days of employment. After thirty (30) days of employment within said bargaining unit, the employee's seniority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

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

Signed 6<sup>th</sup> day of August, 2013.

ALBERTSONS LLC.

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

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

By:   
\_\_\_\_\_  
Kim Cordova  
President

**RETAIL MEAT AGREEMENT  
LETTER OF UNDERSTANDING  
RETAIL MEAT PRACTICES**

Albertson's, LLC. ("Employer") and Local No. 7, United Food and Commercial Workers International Union, CLC ("Union") are parties to a Labor Agreement which has as its terms 12:01 a.m., May 6, 2012, through September 12, 2015.

During the course of the negotiations of said Labor Agreement, the parties agree that despite any language in the Labor Agreement which may appear to be contradictory, the Employer may engage in practices set forth below:

1. Buying trimmed beef consisting of front quarters and hind quarters without brisket, navel, flank, and kidneys.
2. Buying primal cuts as follows:  
Chuck  
Packinghouse Rib  
Full Loin  
Round
3. Buying supplemental items and retail cuts as follows:  
Flank Steaks  
Brains  
Hearts  
Tails  
Blocked, Skinned and/or sliced Livers  
Trepas  
Tripe  
Tongues
4. Buying beef in the following forms:
  - (a) Forequarter:  
Blade Chuck  
Arm Chuck  
Boneless Chuck  
Boneless 3-Way Chucks  
Boneless Chucks Netted or Tied  
Chuck Tenders  
4x3 Primal Rib  
Boneless Rib Eye  
2" Lip or Rib  
Boneless Rolled and Tied Clods  
Boneless Briskets  
Inside Skirts  
Outside Skirts  
Cube Meat - All Types  
Stew Beef - All Types  
Any type wholesale Short Ribs, BBQ Clod, Prime, Flanker, etc.
  - (b) All types of coarse and fine grind ground meats including: Beef Patties.
  - (c) Hindquarters:  
Whole Boneless Rounds  
Gooseneck Rounds  
Inside Rounds  
Eye of Round

Boneless Bottom (Flat)  
 Regular Knuckles  
 Peeled Knuckles  
 Whole Tenderloins  
 Tenderloin Butts  
 Boneless Top Loin Strip-NY  
 Bone-In Strip Loin (1x1)  
 Hanging Tenders

(d) All Corned, Pickled, and/or Smoked Beef Items.

(e) All Frozen Beef Items.

5. Buying the following prepackaged meat products:

Tray pack Ground Pork Sausage	Tray pack Country
Tray pack Chorizo Sausage Sausage	Tray pack Italian
Ground Meat Chub Patties	Italian Link Sausage and
Caninos Bulk Sausage and Patties	Italian Meatballs
Italian Sausage Crumbles	Breakfast Link Sausage
All cuts whole Primal Beef in Cryovac bag	All types -- Bratwurst
Bar-B-Q Beef Back Ribs	All types -- Pork Baby
Back Ribs	
All types -- Pork Spareribs	All types -- Pork
Tenderloins	
All types -- Center Cut Boneless Pork Loin Loin	Boneless Whole Pork
Cryovac bag Shoulder Picnic Roast	Cryovac bag Shoulder
Butt Roast	
Cryovac bag Whole Pork Leg	Marinated Pork Chops
Cryovac Marinated Beef Roasts	Marinated Tri-tip Roasts
Marinated Pork Shoulder Roast	Pre-cooked Beef
Backribs	
Pre-cooked Baby Backribs	Fully cooked sliced
Meats Bucket	
Advance Cooked & Breaded Patties - all	Beef Liver
Smoked Pork Chops	Side Pork

6. Buying any and all cuts of meats (including prepackaged beef and pork products other than those listed in paragraph 5) which at any time during the life of this Agreement are offered for sale in 10% or more of the retail meat departments in the geographic area covered by the Labor Agreement referred to above and which are covered by labor agreements with the Union.

7. The foregoing Paragraph 6 shall not apply if the Employer establishes a meat plant for the production of retail cuts within the geographic jurisdiction of the Union.

8. In consideration of the foregoing, the Employer agrees, with respect to paragraphs 1-4 above, that no employee employed by it on May 1, 1980, covered by the labor agreement referred to above, shall have his or her present regular weekly hours of work of up to forty (40) hours per week reduced as a direct result of any changes in the buying practices contained therein. In addition, the Employer agrees, with respect to paragraph 6 above, that no employee employed by it on August 11, 1996, covered by the labor

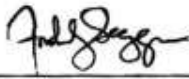
agreement referred to above, shall be laid off or have his or her present regular weekly hours of work of up to forty (40) hours per week reduced as a direct result of any changes in the buying practices contained therein. "Present regular weekly hours of work" shall be defined as the average weekly hours worked during the 1 year period before May 11, 1996.


9. The parties recognize and agree that this Letter of Understanding shall not restrict in any way the Company's ability to lay off or reduce the hours of employees described in paragraph 8 for legitimate business reasons. In the event that an employee alleges his/her layoff or reduction in hours is the direct result of the Company's introduction and sale of new prepackaged beef or pork items, the President of the Union and a representative of the Employer's Labor Relations Department will meet and discuss the employee's concerns. If the layoff or reduction in hours is based on business reasons other than the sale of new prepackaged items, the Employer will provide evidence of the business reasons. If the union can demonstrate that there is no other legitimate business reason for the layoff/reduction, the union may then proceed to file a grievance claiming that the layoff/reduction is the direct result of the Company's sale of new prepackaged beef or pork items in accordance with the procedures specified in Article 49 of the Labor Agreement. It is expressly understood that the guarantee provided for in paragraph 8 above shall be applied on an individual store basis and may only become effective upon a showing in an individual store that specific work is no longer being performed in the store's meat department due to the Company's purchase from an outside source of a similar pre-cut, prepackaged item other than those listed in paragraph 5 above.

Signed 6<sup>th</sup> day of August, 2013.

ALBERTSONS LLC.

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

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

By:   
Kim Cordova  
President

**RETAIL MEAT AGREEMENT**

**LETTER OF UNDERSTANDING  
NEW STORE CROSS CHECKS**

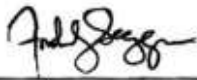
Letter of Understanding made by and between ALBERTSON'S, LLC. and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7.


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

Signed 6<sup>th</sup> day of August, 2013.

ALBERTSONS LLC.

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

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

By:   
Kim Cordova  
President

**RETAIL MEAT AGREEMENT**

**LETTER OF UNDERSTANDING  
AMICABLE RELATIONSHIP/ADR**

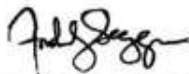
Letter of Understanding made by and between ALBERTSON'S, LLC. and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7 regarding the withdrawal of certain grievances as follows:


As evidence of a good faith working relationship between UFCW Local 7 and Albertson's, and for the purpose of encouraging Alternative Dispute Resolution (ADR), Local 7 agrees to counsel any employee with a complaint(s) and/or allegation(s) of illegal employment discrimination or violation of other state or federal law of Local 7's policy to address and resolve such issues through utilization of the collective bargaining agreement's grievance process. Local 7 will counsel any employee with such a complaint that the employee also may have rights under applicable civil rights and/or other laws enforced by state and federal agencies and that the employee can exercise his/her discretion to utilize either, or both, processes.

Signed 6<sup>th</sup> day of August, 2013.

ALBERTSONS LLC.

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

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

By:   
Kim Cordova  
President

**RETAIL MEAT AGREEMENT**

**LETTER OF UNDERSTANDING  
EMPLOYEE BUY OUT**


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


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

Signed 6<sup>th</sup> day of August, 2013.

ALBERTSONS LLC.

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

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

By:   
Kim Cordova  
President

**RETAIL MEAT AGREEMENT**

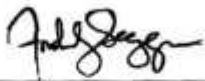
**LETTER OF UNDERSTANDING  
ABC CHECKOFF (2002)**


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

Signed 6<sup>th</sup> day of August, 2013.

ALBERTSONS LLC.

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

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

By:   
Kim Cordova  
President



# RETAIL MEAT AGREEMENT

## LETTER OF UNDERSTANDING HEALTH AND WELFARE CONTRIBUTIONS RECITALS

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

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

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

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

## AGREEMENTS

The undersigned parties hereby agree as follows:

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

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

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

(b) The Employer shall calculate the Hourly Rate to be effective commencing with hours worked November 2015. The Plan’s consultant shall thereafter update his calculation of the projected Hourly Rate each January 1 and

July 1 (or such other dates as determined as necessary and appropriate by the Plan's Trustees) based on Plan experience for such employer, and such updated Hourly Rate shall become effective when approved by the Plan's Trustees.

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

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

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

a monthly basis, and the contribution amount shall continue to be payable each month by the deadline required under the CBAs.

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

**RETAIL MEAT AGREEMENT**

**LETTER OF UNDERSTANDING  
MINIMUM WAGE**

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

**ALBERTSONS/SAFEWAY**

**UFCW LOCAL 7**

Name: Frank Jojuda

Name: Ken C. Adams

Date: 10-15-20

Date: August 26, 2020

**RETAIL MEAT AGREEMENT**

**LETTER OF UNDERSTANDING  
ASSISTANT SERVICE DELI MANAGER**



Via Facsimile and First Class Mail

March 10, 1999

John Mathewson, Retail Director  
UFCW Local No. 7  
7760 West 38<sup>th</sup> Avenue, Suite 400  
Wheat Ridge, CO 80033

**Re: Assistant Service Deli Manager Classification  
Union Case No. 1945-97**

Dear Mr. Mathewson:

Pursuant to our initial conversation on November 17, 1998, regarding resolving the above-referenced grievance by establishing an Assistant Service Deli Manager (ASDM) classification and our continuing discussions, including our conversation on Monday, March 1, 1999, we consider this grievance and all issues regarding the ASDM resolved. During our conversation on Monday, we agreed that the ASDM would receive a \$0.40 per hour premium over the journey person service deli clerk rate and that the ASDM would be a separate job classification under the contract. We also agreed that the position would not be established or maintained in any or every store but would be established and maintained as designated by the Company. You advised me that Al Pacheco agreed to this resolution.

Please sign below and return to me.

Sincerely,

Handwritten signature of Christopher P. Yost.

Christopher P. Yost  
Director, Labor Relations

Handwritten signature of John Mathewson.  
John Mathewson, Retail Director

3/18/99  
Date

NWcc:99mathewson-310

ALBERTSON'S, INC. / GENERAL OFFICES / 250 PARKCENTER BLVD / BOX 20 / BOISE, IDAHO 83726 / 208-395-6200

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

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

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# WEINGARTEN RULES

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

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

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

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

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

C. Give the employee a choice of:

(1) having the interview without representation or

(2) ending the interview.

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



## **INSURANCE AND PENSION**

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

### **MEDICAL/VISION CLAIMS**

**ZENITH AMERICAN SOLUTIONS**

**PO BOX 447**

**5511 W. 56<sup>th</sup> AVENUE, #250**

**ARVADA, CO 80001-0447**

**TELEPHONE: 303-430-9334**

**TOLL FREE: 1-800-527-1647**

### **DENTAL**

**DELTA DENTAL OF COLORADO**

**PO BOX 173803**

**DENVER, CO 80217-3803**

**TELEPHONE: 303-741-9300**

### **PENSION**

**ZENITH AMERICAN SOLUTIONS**

**PO BOX 1327**

**5511 W. 56<sup>th</sup> AVENUE, #250**

**ARVADA, CO 80001-1327**

**PHONE: 303-430-9476**

**TOLL FREE: 1-800-390-3083**

## DO NOT GO SUSPENDED!!!

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

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

### WITHDRAWAL CARD REQUEST FORM

*It is your responsibility to request in writing*

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

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

Reason for Leaving (Please check one)

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

Return this Request for Withdrawal Card to UFCW Local 7.

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

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

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

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

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