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**STEAMBOAT SPRINGS CLERKS AGREEMENT**

**Between**

**SAFEWAY INC.**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, DENVER, COLORADO**
**Chartered by the**
**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,**
**AFL-CIO, CLC**

**TERM:**

**February 20, 2022 through and including February 15, 2025**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC., Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION".

## ARTICLE 1
## RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole collective bargaining agency for all food clerks and produce department managers in the grocery and produce departments, bakery clerks, including part time employees who regularly work one (1) day or more at its retail stores in Steamboat Springs, Colorado but excluding all store managers, two assistant manager**s** per store, production bakers and finishers, office and clerical employees, hostesses, demonstrators, watchmen, guards, parking lot attendants, wholesale branch employees and professional employees and supervisors as defined in the National Labor Relations Act as amended.

## ARTICLE 2
## BARGAINING UNIT WORK JURISDICTION

Section 2. All work and services performed in the bargaining unit connected with the handling or selling of merchandise to the public shall be performed exclusively by bargaining unit members except as provided below. Meat and delicatessen department employees, registered pharmacists, production bakers and demonstrators may continue to perform duties performed before May 1, 1982. Store Managers, Assistant Store Managers, Second Assistant Managers, Department Managers **and District Operations Managers** can perform all duties throughout the store. Nothing in this Agreement shall be construed to prevent the Employer from placing cash registers in the Deli Department of the store and from assigning the employees of such department to operate the register.

### AUTHORIZED WORK FOR VENDORS

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

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

Section 4. Work Jurisdiction. Except for sanitation and floor maintenance, the Employer agrees not to subcontract operations existing within the stores. The Employer agrees that no employee classified as a Sanitation Clerk or Sanitation Manager on August 3, 1996 shall be laid-off or reduced in hours as a result of the subcontracting of floor care or expansion of Courtesy Clerk duties. However, the Employer reserves the right to promote Sanitation Clerks and/or Managers to All Purpose Clerk vacancies in order to provide for the use of outside contractors for floor maintenance and sanitation work. It is understood that before a full-time Sanitation Clerk is advanced to a full-time All Purpose Clerk position, such employee must have more seniority than the most senior employee on the All Purpose Clerk full-time list for the vacancy. It is understood that Sanitation Clerks protected herein may be assigned hours in lower classifications, at their sanitation rate, for purpose of meeting the job security provisions of this section.

Subcontracting is defined as a contractual relationship with another employer whereby employees of that employer perform the work of bargaining unit employees. A purchase order is not a subcontracting agreement. It is understood that sanitation work normally performed by employees will continue to be done by employees, but the contracting out of certain special assignments may also be continued as in the past.

## ARTICLE 3
## UNION SECURITY AND CONDITIONS

Section 5. Union Membership: It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in the Union.

The Employer agrees to deduct amounts designated by employees for the Active Ballot Club 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 such 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.

Section 6. For the purpose of Section 5 above, the execution date of this Agreement shall be considered as its effective date.

Section 7. Delinquent Members: Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his membership in the Union in accord with the terms of this Article, the Union agrees to furnish the Employer an itemized copy of the delinquent's account with the Union together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit as described in Section 1 hereof within ten (10) days after the receipt of said written request for discharge, unless, within said ten (10) day period, the delinquent employee pays or tenders his delinquent initiation fee (or uniform reinstatement fee, where applicable) and/or delinquent union dues to an authorized agent of the Union.

## ARTICLE 4
## CHECK-OFF

Section 8. The Employer agrees to deduct the weekly Union dues (including initiation fees for new employees) and uniform assessments from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke this individual check-off authorization upon giving thirty (30) days' written notice to the Employer and the Union.

Section 9. 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 provisions of this Article.

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

Section 10. When an employee is hired, transferred, promoted or demoted into a bargaining unit, written notice of said action shall be given to the Union within seven (7) days.

Section 11. Completion of Forms For Benefit Programs: At the time of hiring, or otherwise joining the bargaining unit, the Employer will advise each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. The Union application forms, furnished by the Union to the Company, will be provided to the employee during the completion of the new hire paperwork.

Section 12. Off Premise Training: Any employee who has completed his probation period and who is sent to an off premise training program shall not have his rate of pay reduced, and, if subsequently reclassified, shall receive the appropriate rate for the new classification. The rate of pay for attendance at the Employer's off premise training school shall be no less than the minimum hourly rate set forth in the labor Agreement.

## ARTICLE 6
## RIGHTS OF MANAGEMENT

Section 13. The Employer retains the right to manage the store or stores, to direct the working forces, and to make necessary reasonable rules and regulations for the conduct of business, providing that said rules and regulations are not in conflict with the terms of this Agreement in any way and to establish reasonable standards of dress (it is understood the Union reserves the right to arbitrate what is reasonable).

## ARTICLE 7
## DEFINITIONS OF CLASSIFICATIONS

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

a. DEMONSTRATORS The duties of demonstrators shall not include work normally done by employees covered by this Agreement.

b. ASSISTANT STORE MANAGER An Assistant Store Manager is an employee who serves in the capacity of the Manager in the absence of the regular manager.

c. HEAD CLERK A Head Clerk is an employee who has been assigned by the Employer to direct or supervise the work of others. The mere fact that two persons work together does not mean that one is a Head Clerk. The Head Clerk classification shall not be used to circumvent this Agreement. **All payroll work performed by bargaining unit employees shall be paid at Head Clerk rate of pay.**

d. PRODUCE DEPARTMENT MANAGER A Produce Department Manager is defined as the one employee in a store who manages the operation of the Produce Department under the supervision of the Store Manager.

e. BAKERY DEPARTMENT MANAGER. The Bakery Department Manager is the employee in each store who is directly responsible to the Employer for the operation of the Bakery Department. This shall not be construed as meaning that the Employer is required to designate a Bakery Department Manager for the Bakery Department in each store which has a Bakery Department, inasmuch as the Employer may not choose to assign the managerial responsibilities to any employee within the department, depending on the set up in the particular store, the size of the department, etc.

   e1. CAKE DECORATOR A bakery cake decorator shall be allowed to help and wait on customers.

f. NON-FOODS OR GENERAL MERCHANDISE CLERK A Non-Foods or General Merchandise Clerk's duties shall not include operating a checkstand where food items are handled or stocking or price marking food or bakery merchandise, but shall include pricing, handling, displaying, selling and stocking those items generally considered as non-food, general merchandise or drug merchandise. Notwithstanding, in a fuel center, GM Non-Food Clerks shall be permitted to perform all work in conjunction with the operation of a checkstand and with the operation of the fuel center without restriction including, but not limited to, the stocking, handling and checking of food items. It is further agreed that seasonal employees working in the classifications listed above shall be excluded from the terms of this Agreement.

Non-Food Clerks' duties shall also include operation of the Currency Booth and Customer Service Booth and PC. (However, it is agreed and understood that any All-Purpose Clerk who is performing Currency Booth and Customer Service Booth and PC duty shall be grandfathered.) As those persons leave those positions, through attrition, the hours made available may be filled by Non-Food Clerks.

Booth clerks may take money to the checkers.

f2. MANAGER TRAINEES Manager Trainees are defined as employees identified and selected by management to be trained for store management responsibilities, and shall be permitted the necessary flexibility to adequately prepare for store management. Hours worked by management trainees shall not affect hours worked by permanent bargaining unit employees. Hours allocated to manager trainees shall not be included in hours chargeable to store operations as relates to allocated store hours.

g. COURTESY CLERK DUTIES The duties of Courtesy Clerk are limited to sorting, bagging, and packing of sold merchandise, carrying and loading of sold merchandise, floor maintenance anywhere in the store, cleaning of parking lot and other adjacent areas outside the store, cleaning all areas in the store, collecting and disposing of trash and rubbish, repair and maintenance work, collecting shopping carts, the hanging and removal of signs and decorations (it is understood that Courtesy Clerks may hang signs from the ceiling containing prices), washing windows, returning unsold merchandise to shelves or point of disposal (including salvage, reclamation, shop back and abandoned merchandise), removing merchandise from the shelf which is damaged or abandoned, removing merchandise from the shelf and replacing merchandise to the shelf in the case of equipment breakdown or housekeeping, performing price checks, handling of recycling, sorting, counting and stacking of empty containers and the placement of such containers in areas designated by the Employer and the issuing of customer refund slips related to such returns, all work connected with the selection of customer purchases from the sales floor (including the storage and retrieval thereof), the delivery of merchandise, facing of shelves, checking of code dates, and the filling of supply items throughout the store.

**h. DRIVE UP AND GO. It is expressly understood and agreed that DUG Shopper work is bargaining unit work within the scope of the applicable "Clerks" collective bargaining agreements between Safeway Inc., Albertsons LLC., and UFCW Local 7 within the Denver Division.**

**DUG Shoppers will select and pack customer-ready products to fulfill customer orders. The DUG Shoppers will perform no preparation or cutting of food or meat.**

**DUG Shoppers shall be considered a separate classification in the Clerks Agreement for all purposes, including but not limited to seniority and scheduling.**

**Wage rates for DUG Shoppers will be the same as the Non-Food/GM classification wage rate progression of the applicable Clerks Agreement for the Store.**

**If the Company chooses to establish a DUG Shopping Manager in the DUG Shopping Department, the company shall notify the Union immediately, and a new wage rate for such job shall be determined by the Employer and the Union.**

Section 15. New Classifications: 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 16. Work Between Classifications: It is understood that employees may perform incidental work in another classification without violating this Agreement. It is further agreed that where registers are placed within a department (including departments not covered under this agreement and including employees of the customer service center) that the employees of such department shall be allowed to operate and handle sales of merchandise presented by customers at such register. Notwithstanding, any employee of a higher classification can be assigned work in a lower classification without restriction. Production Bakers and Cake Decorators may perform Bakery Clerk work, provided that such employees do not replace a scheduled Bakery Clerk shift.

## ARTICLE 8
## RATES OF PAY

Section 17. The minimum wages for the indicated classifications shall be as set forth in Appendix "A" attached hereto, and by this reference made a part hereof.

Section 18. Part-time employment shall be computed in accord with the appropriate hourly rates set forth in Appendix "A" attached hereto, and by this reference made a part hereof.

Section 19. Employees must actually work the hours set forth in Appendix "A" before progressing to the next wage bracket, except as otherwise provided in this Agreement.

## ARTICLE 9
## PRIOR EXPERIENCE

Section 20. In applying Sections 17, 18, and 19 of Article 8 of this Agreement to any newly hired employee, the Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly hired employee may have performed within the previous ten (10) years for any other Employer in a similar retail grocery operation, or other food operation including the Safeway Cake Commissary. The aforementioned shall include: Independent Floral, Liquor Stores, Independent Bakery, Starbucks, Delicatessen Shops, Pharmacy and King Soopers Fuel Stations. Service in the United States military or National

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

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

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

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

Section 21. When an employee is required to perform work in a higher classification, he shall receive the higher rate, based on his experience; but, if required to perform work in a lower classification, he shall retain his regular rate, except in the case of actual demotion, when the employee shall receive pay according to his classification.

## ARTICLE 11
## NO REDUCTION IN PAY

Section 22. No employee shall suffer any reduction of present hourly pay because of the adoption or through the operation of this Agreement, nor shall be reclassified to defeat the purpose of this Agreement unless otherwise agreed between the parties.

Section 23. The Employer shall not raise or subsequently lower hourly rates of pay for classifications covered by this Agreement without the mutual consent of the Union.

## ARTICLE 12
## WORKWEEK

Section 24. The workweek shall coincide with the calendar week. Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the standard workweek for the regular full-time employees, except in holiday weeks when the standard workweek shall be thirty-two (32) hours to be worked in four (4) eight (8) hour days.

Section 25. Upon mutual agreement between the Employer and the employee, a full-time employee can be allowed to work four (4) ten (10) hour days, to make up the standard workweek for full-time employees.

Overtime will be computed for all hours worked over forty (40). Hours worked over eight (8) **in a day** will not apply to full-timers working the ten (10) hour shifts **provided for herein**.

It is also understood that all other provisions of the **Collective Bargaining Agreement**, including seniority rights, will be modified as applicable toward any ten (10) hour shifts the Employer **may** create in the individual store.

**During a holiday week, employees who have normally been scheduled four (4) ten (10) hour days may be scheduled four (4) or five (5) eight (8) hour days and will receive eight (8) hours holiday pay. Employees scheduled three (3) or four (4) ten (10) hour days in a holiday week shall receive ten (10) hours holiday pay.**

## ARTICLE 13
## OVERTIME

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

a. For all time worked in excess of eight (8) hours in any one (1) day.

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

c. For hours worked prior to an employee's scheduled starting time when less than eight (8) hours has elapsed since his last previously scheduled quitting time. (There will be at least eight (8) hours between each employee's scheduled quitting time and his next scheduled starting time.)

d. For all hours scheduled and worked on the sixth and seventh day in a workweek by part-time employees who work less than forty (40) hours in that workweek. No employee shall be permitted to claim additional hours or schedules which would provide a six (6) or seven (7) day schedule during a workweek.

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

## ARTICLE 14
## SUNDAY PREMIUM

Section 28. The premium rate for work performed on Sunday as such shall be time and one quarter (1-1/4x) the employee's regular straight-time rate of pay (exclusive of Courtesy Clerks). The Sunday premium, for hours worked up to eight (8), shall in no instance be offset against any weekly overtime which may be due under subparagraphs b and d of Section 26 because of the fact that the employee worked over forty (40) hours or thirty-two (32) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any workweek under Section 26 hereof.

Employees hired on or after March 27, 2005, shall not be eligible for Sunday Premium.

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

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

Section 31. Courtesy Clerk Sunday Premium: Sunday premium pay for current Courtesy Clerks will be their regular rate of pay plus fifty cents (50¢) per hour.

Section 32. On the first day of the month following each ninety (90) days of a year (January 1st, April 1st, July 1st and October 1st), an employee can designate, in writing, his/her desire to be scheduled during Sunday hours.

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

## ARTICLE 15
## TRAVEL PAY

Section 33. When an employee is transferred from one store to another store during his workday, reasonable time spent in traveling between said stores shall be considered as time worked. All travel time must be preapproved by the Store Director or PIC. Assigned travel between stores in the employee's personal vehicle shall be reimbursed the applicable IRS mileage reimbursement rate per mile or the rate paid to non-bargaining unit employees, whichever is greater, 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 the applicable IRS mileage reimbursement rate or the rate paid to non-bargaining unit employees, whichever is greater, for miles commuted outside their regular daily commute.

## ARTICLE 16
## NIGHT PREMIUMS

Section 34. A premium of **two** dollar**s** ($**2**.00) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. to all employees (excluding Courtesy Clerks).

All Courtesy Clerks shall receive twenty-five cents (25¢) per hour in addition to the hourly rate for all work performed between the hours of 12:00 midnight and 6:00 a.m.

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

## ARTICLE 17
## HOLIDAYS AND HOLIDAY PAY

Section 35. All employees hired on or before March 26, 2005, who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: 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 March 27, 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 March 27, 2005, shall also be paid for Labor Day. After two years of service, such employees shall be entitled to one (1) personal holiday, two (2) personal holidays after three (3) years of service and three (3) personal holidays after four years of service, which must be requested two (2) weeks in advance and approved by the Store Manager.

Section 36. All premiums shall be paid in accordance with the current contract.

Section 37. The Employer may operate its stores, at its sole discretion, on any of the holidays recognized by this agreement.

Section 38. Personal Holidays: To be eligible for personal holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. Such holidays must be taken during the respective calendar year. An employee whose employment terminates prior to having taken his personal holiday or who fails to take his personal holiday in the calendar year shall not be entitled to holiday pay. 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, classification and store.

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

Section 40. Holiday Pay for Part-Time: Holiday pay for part-time employees who have completed their probationary period, and who otherwise qualify, shall be based on the number of hours worked in the calendar week immediately prior to the week in which the holiday occurs, divided by five. 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 Workmen's Compensation) the employee shall not receive less than three (3) hours holiday pay.

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

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

Section 43. Premium Pay for Holiday Work: For employees hired on or before March 26, 2005, when a holiday is worked, the employee shall be paid one and one-half (1-1/2) times his/her normal hourly rate of pay, in addition to the holiday pay provided herein. For employees hired on or after March 27, 2005, when a holiday (as defined above for such employees) is worked, the employee shall be paid one-dollar ($1.00) per hour worked, **except that such employees will be paid one and one-half (1½) times his/her normal hourly rate of pay for hours worked on Christmas**.

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

## ARTICLE 18
## VACATIONS

Section 45. All regular full-time employees, and all part-time employees, who were hired on or before March 26, 2005 and who have worked eight hundred thirty-two (832) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after two (2) years' 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 full-time employees, and all part-time employees, who were hired on or after March 27, 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's service, two (2) weeks' paid vacation after three (3) years' service, 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 forty (40) hours pay for each week of vacation. Hours paid for vacations, holidays and sick leave shall be considered as hours worked for the purpose of computing vacation amounts.

**Any employee who has two (2) or fewer weeks of vacation per year pursuant to this Agreement shall be entitled to take up to one (1) week of vacation, without pay (and such time will not be considered as time worked), upon the employee's request. The scheduling of such unpaid vacation shall be subject to the normal vacation scheduling provisions of this Article.**

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

Section 46. 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 45, divided by 5. Employees may be allowed to take vacation one day at a time, subject to approval by the Employer and based on 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 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.
6. The Employer shall submit daily vacation time to payroll the week it is taken, and the Employer shall make a bona fide attempt to pay the employee the following week. However, in no event shall it be more than two (2) weeks from the date of the request.

Section 47. Vacation Pay in Advance: An employee who has earned vacation on the basis of having completed an anniversary year shall receive his vacation pay during the workweek immediately preceding the employee's vacation, provided the employee has requested such in writing at least two weeks in advance of his vacation.

Section 48. In the event employees have their vacation pre-approved at least two (2) weeks in advance of their vacation and the employee's vacation check is not made available in accordance with the contract, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs the cash advance voucher. The Company shall recoup the advancement from the employee's vacation check.

Section 49. Holiday During Vacation: If any one of the holidays enumerated in Article 17 hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it.

Section 50. **Accrued and unused vacation shall roll over from anniversary year to anniversary year. Each employee who carries over two (2) or more weeks of vacation from one calendar year to the next, may make an irrevocable election in December to take one week of vacation as vacation pay in lieu of time off in the subsequent calendar year. Such vacation pay in lieu of time off shall be paid out by January 31 of the calendar year after the election is made. Employees' earned vacation banks are capped at two times their annual accrual. If the accrual cap is reached, accrual will stop until the earned vacation bank falls back below the cap, at which point accrual will begin again.**

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

Section 51. Vacation Upon Lay Off or Termination: When an employee is laid off, or discharged, or leaves his place of employment, and at said time he is entitled to a vacation, he shall receive his vacation wages at the time of the layoff or discharge, or at the time he leaves his place of employment.

Section 52. In the event a regular employee voluntarily quits or is discharged, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

## SCHEDULING OF VACATIONS

Section 53. The Employer retains the right to determine the number of employees who may be on vacation at any given time. However, in no event shall it be less than two (2) persons per retail bargaining unit and one (1) person per meat bargaining unit, except for any week of and the week before a holiday covered under this contract as well as Mother's Day and Valentine's Day, when the Employer may limit the number of people on vacation to no less than one (1) per bargaining unit. If a dispute arises between employees as to vacation preference, seniority shall govern within the department, the classification and store. Any vacation weeks that become available after the posting of such roster shall be offered by seniority within the classification and store.

Section 54. The Employer will post a notice December 1 of each calendar year, and the employees will sign the roster as to their choice of vacation. This list will remain posted for selection until February 1 of each calendar year.

Section 55. Any employee who fails to sign such roster prior to February 1 will be permitted to take vacation at an agreed upon time that will not interfere with the other employees' established vacation period.

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

Section 56. When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and Employer.

Section 57. Notwithstanding the above, employees who voluntarily transfer to another store or department after their vacation has been selected are subject to having their vacation rescheduled.

Section 58. On a basis agreeable to both the Employer and employee, employees shall be allowed to schedule vacations from mid-week to mid-week. For purposes of this provision, mid-week shall be defined as a vacation starting and stopping Tuesday, Wednesday or Thursday. An employee shall be considered to have met the minimum scheduling requirements of this Article if the total of the hours worked and paid for vacation (and unworked holiday if applicable) for the two workweeks involved is equal to eighty (80) for a full-time employee, forty (40) or more for a part-time employee.

## ARTICLE 19
## SCHEDULE POSTING

Section 59. By 9:00 a.m. on Friday of each week, management will post the work schedule in each store for the following week, which schedule shall be in ink and which shall include employees' first initial and last name and which work schedule shall not be changed by management for that particular workweek except where the change is predicated on circumstances beyond the control of management such as sickness, injury, leaves of absence, vacations, jury duty, wide fluctuations in volume, Acts of God. This clause shall not be construed as preventing management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule, or from bringing in additional employees where it appears advisable in the opinion of management.

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

Once schedules are finalized, a store steward shall be given a copy.

Section 60. Any changes in the work schedule will be reflected on the posted schedule at the time the change is made.

## ARTICLE 20
## MINIMUM DAILY SCHEDULE

Section 61. Employees shall not be scheduled for less than four (4) hours per day, provided they are available for work. Students and Courtesy Clerks shall not be scheduled for less than three (3) hours per day **unless otherwise agreed between the employee and management**.

## ARTICLE 21
## MINIMUM WEEKLY SCHEDULE

Section 62. Effective 10/6/96, no regular employee shall be scheduled for less than twenty (20) hours in a workweek, if the employee is available.

## ARTICLE 22
## NO FREE WORK

Section 63. It is intended that there shall be no "free" or "time off the clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline.

## ARTICLE 23
## TIME CARDS

Section 64. Employees shall be required to punch the time clock immediately before beginning work and immediately upon ending work. No employee shall have the right to punch for another employee. Employees shall not be disciplined for any time entry errors caused by equipment or software malfunctions.

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

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

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

## ARTICLE 24
## SPLIT SHIFTS

Section 65. There shall be no daily split shifts, which are defined as two (2) working periods in the same day which are separated by more than a normal meal period.

## ARTICLE 25
## STORE MEETINGS

Section 66. 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 two (2) hours at the applicable rate of pay when an employee is called back for such a meeting. In the event the employee is required to attend more than four (4) meetings per calendar year, the call-in provision in Article 26 shall apply.

## ARTICLE 26
## REPORTING PAY

Section 67. Any employee able to render required services shall, if called for work, be guaranteed an amount equal to four (4) hours' pay at his straight-time rate of pay. Employees working in two (2) stores of the Employer in any one (1) day shall receive a full day's pay for such work.

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

## ARTICLE 27
## LUNCH BREAKS

Section 68. Each employee who is scheduled to work in excess of five (5) hours in a day shall receive, on his own time, a one (1) hour lunch period, or upon mutual agreement between the employee and the Employer, a one half (1/2) hour lunch period at approximately the middle of his workday. Individual employees' change of lunch period from one (1) hour to one half (1/2) hour, or vice versa, shall occur only at the beginning of a new work schedule.

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

## ARTICLE 28
## RELIEF PERIODS

Section 69. The Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, as near as practical to the middle of the four (4) hours. Notwithstanding the above, any employee whose work shift is **more than six** (**6**) hours shall receive at least two (2) rest periods.

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

## ARTICLE 29
## PROBATIONARY PERIOD

Section 70. The first sixty (60) calendar days of employment shall be considered a trial period, during which time an employee may be terminated for any reason and he shall have no recourse to the grievance or arbitration procedures set forth in this Agreement concerning such termination.

This probationary period may be extended an additional thirty (30) calendar days by mutual agreement between the Employer, Employee and the Union.

## ARTICLE 30
## SENIORITY

Section 71. Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date the employee actually reports for work.

Section 72. If two (2) or more employees have the same seniority date, the employee who punches in first will be the more senior. In the event the Employer has no records available to determine who punched in first, the employee or the employees involved with the lowest sequence of the last four (4) digits of the social security number shall be considered to be the more senior.

Section 73. Where the Employer cannot fulfill its schedule needs from within the bargaining unit due to employees being on vacation, leave of absence, and/or in ski areas (Frisco, Vail and Steamboat Springs) during ski season and the Employer elects to use persons from outside the bargaining unit, the Employer will post a voluntary work list advising employees in other bargaining units of the opportunity to transfer into the affected bargaining unit on a temporary basis, up to ninety (90) days. The Employer will then select employees, by seniority, within the classifications needed and implement the temporary transfer. During this period, the employee(s) who is working outside their respective bargaining unit shall maintain their seniority and shall have all their seniority rights when they return to their respective bargaining unit.

Section 74. Termination of Seniority:

Seniority shall terminate for any of the following reasons:

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

Section 75. Seniority Lists: Bargaining unit seniority lists shall be provided to the Union no more than two (2) occasions during the calendar year, upon request by the Union.

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

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

**Look Back. Within ninety (90) days of ratification, the Employer will agree to review by store, in the trailing fifty-two (52) week period, ending December 31, 2021, to identify any part-time employee who during that period, worked, at straight-time plus vacation, a total of 2080 or more hours and post for seventy-two (72) hours, in the store where such employee worked the hours, the full-time opening(s) and to advance the most senior qualified employee who signs the posting to such position, or if no one signs the posting, to make the employee who worked the hours full time. The Employer agrees to an additional lookback at the beginning of year two (2) and year three (3) of the contract under the same terms. The Union**

**agrees not to file any "4 at 40" grievances in the bargaining unit styled as Union All Affected during the life of the contract.**

Section 77. Voluntary Reduction to Part-Time: A full-time employee, who has requested a change from full time to part time status and has been assigned a part-time schedule, shall immediately be classified as part-time.

Section 78. Promotions**, Lateral Transfers, and Assignment to Full-Time**: The Employer agrees to make promotions **and lateral transfers** to non-management classifications **and full-time status** to the most senior qualified employee **as provided herein**. Management will post a list of openings **on the Career Opportunities on MyACI and** within the store **where the opening exists for seventy-two (72) hours and said posting shall list the date and time the notice is posted**. Employees may sign the posting and be considered for promotion. **Upon completion of the seventy-two (72) hour period, management shall record the time it removed the posting and maintain a record of the posting for a period of no less than thirty (30) days.** The Company shall offer the promotion**/lateral transfer/full-time** to the senior qualified employee within **both** the **bargaining unit within the store, and, if none, then to the senior qualified employee within the** store**, and, if none, to the senior qualified employee not within the store, but within the bargaining unit,** prior to hiring off-the-street.

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

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

**Promotions to General Merchandise or Janitor Classifications shall be granted according to the Contract regardless of age. Promotions to Bakery Classification or All Purpose Clerk Classification shall be granted according to the Contract, provided the employee has attained the age of 18 years. Employees passed over for promotion because of not being 18 years in age shall remain on the Promotion Request List. Upon attaining age 18, employees who were passed over shall be promoted as per their request on the Promotion Request List whenever an appropriate position becomes available.**

Section 79. Probationary Period For Promotions: When any employee is promoted to a higher classification, he shall be on probation for thirty (30) calendar days if full-time, forty-five (45) calendar days if part-time. If an employee is unsuccessful during probation, the employee will be returned to his prior classification with regard to position and status.

Section 80. Demotion for Just Cause: Except under the provisions of Section 104, no employee shall be demoted from a higher classification without just cause, which includes business needs.

**Section 81. Sister Company Credit. When an employee transfers into the bargaining unit from any Albertson's store in Colorado or Wyoming, the Company shall honor the employee's most recent hire date with Albertson's and/or Safeway for all purposes except scheduling, layoffs, vacation bidding, department bidding, full-time status, promotions, and overtime. Specifically, eligibility for health care benefits shall be from the employee's most recent hire date with Albertson's and/or Safeway.**

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

**Section 82. In the event an employee transfers from one area in the Denver Division of Safeway, or is reinstated from another Division of Safeway within thirty (30) days as per Safeway's Reinstatement Policy, to a bargaining unit in the jurisdiction of Local No. 7, then all continuous employment seniority with the Company shall be recognized by both the Union and the Company after thirty (30) days in the bargaining unit to which the employee transfers or is reinstated.**

**It is agreed that this provision shall become effective, and seniority dates shall be adjusted as soon as administratively possible, for all employees who have previously transferred or been reinstated from another Division of Safeway into a Local 7 bargaining unit.**

**The parties agree that when seniority date adjustments become necessary, as a result of this Agreement, that the adjustments shall be made as quickly as possible within the terms of the respective Contract.**

## ARTICLE 31
## AVAILABLE HOURS

Section 83. Effective the first Sunday following ratification and continuing until June 5, 1983, 12:01 a.m., the Company agrees to do the following: Except where the provisions of paragraphs 92 and 94 are applicable, when hours become available on a new schedule because of increased sales or termination, the Company will assign those hours to all current reduced full time employees and to all current part time employees who have requested additional hours in the store in the affected job classification in seniority order up to forty (40) hours per week, provided management shall have the right to adequately staff the store consistent with sound business practices and provided the employee is qualified to work the hours as available.

Section 84. The scheduling of part-time employees (or full-time employees working reduced hours) shall be by seniority within their store, classification and department up to eight (8) hours per day or forty (40) hours per week. In accordance with the above, the Employer shall maximize the straight-time (including Sundays) daily and weekly work schedules of each employee based on the available hours as determined weekly by management.

The average of all part-time employees by store and classification shall be not less than twenty (20) scheduled work hours per week, (including paid holidays, sick pay, jury pay and funeral pay) exclusive of part-time employees whose availability temporarily limits them to less than the minimum hours as provided above.

Section 85. Under this procedure, a senior employee can claim hours of work, in his classification, for which he is qualified so long as such claim would not reduce any other employee's schedule below the daily or weekly minimum except to zero. If an employee is zeroed out, he or she shall have the right to exercise lay-off options. However, any bump to another store shall be delayed for one (1) week.

Section 86. Employee Training: An employee may request in writing to be trained in a job function, within his job classification, for which the Employer feels the employee is not currently qualified. After the request is made, the Employer may train at any time, provided the training must be given when the lack of training affects the ability of the employee to maximize hours, unless the employee is incapable of performing the job for which he requests training.

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

1. Bakery Clerks
2. Courtesy Clerks
3. All-Purpose Clerks with respect to day or night grocery stocking and checking.
4. Plant/Floral Clerks (except floral designers)
5. General Merchandise and Non-Food Clerks (except for service desk and booth).

Section 87. Remedy for Scheduling Errors: If an error is made under the seniority applications, excluding the promotion language or lay off language, the employee must call the error to the attention of store management by noon Saturday following the posting of the schedule. Failure by the employee to point out the violation by noon Saturday will limit the remedy to scheduling the affected employee, on the next week's schedule, the number of hours lost. These hours shall not have any affect on the normal schedule for that week.

Section 88. Additional Hours Requests: Written requests for additional hours shall be submitted to the Store Manager no later than the close of business on Wednesday to be implemented the following week. When making the request for additional hours, the employees must declare which hours they are not available. Nothing herein shall be construed to require the scheduling of additional hours for any employee which will provide him more than forty (40) hours in a week, or five (5) days of work.

Section 89. This request shall remain in effect until the employee achieves a full-time status, or until it is revoked by the employee. Written requests are not transferable from store to store. Full-time vacancies shall be filled as defined elsewhere in this Agreement.

Section 90. Assignment of Additional or Vacated Hours: When hours not on the posted schedule become needed, or hours on the posted schedule become available (and the Employer elects to fill some or all of these hours) the Employer shall assign those hours, in seniority order, to qualified employees, already at work, who have submitted written requests for additional hours.

Such assignment cannot result in a split shift and must be an extension of a current shift which will not result in overtime pay. When these hours cannot be assigned to employees already at work, the Employer shall contact and require the most senior available and qualified employee(s), who have submitted written requests for additional hours, to replace the needed hours.

Section 91. Removal From Additional Hours List: An employee who has a compelling reason for not reporting, when called for additional hours, shall not be required to do so. However, three (3) failures to report within any consecutive three (3) month period shall result in such employee's name being removed from the additional hours list and he shall be ineligible to re-sign such list for six (6) months subsequent to its removal.

Section 92. Full-Time Reduced to Part-Time: An employee who has been reduced from full-time to part- time may sign the full-time request list and shall be placed on such list in accordance with his seniority immediately.

Section 93. Full-time Request List: There shall be established and posted a "full-time request" list. This shall be made up of the names of employees in the bargaining unit who have made written request during the first fifteen (15) days in January (to be effective from the first workweek in February until the first workweek in August) or for the first fifteen (15) days in July (to be effective from the first workweek in August until the first workweek in February) of each year in which they state their wish to receive a full-time assignment, regardless of the hours or shift. Such written request shall be submitted to the designated Employer representative. This request shall remain in effect until the following request period or until assigned full- time.

Section 94. The Employer will send the Union a copy of the "full-time request" list, no later than March 1 and September 1 of each calendar year.

Section 95. Assignment to Full-time Status.

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

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

Section 96. Hiring of Journeymen: Only new hires qualifying as Journeymen may be directly hired. A specific need must exist for a Journeyman which cannot be filled internally and will be first reviewed with the Union before such person is hired.

## ARTICLE 32
## PREFERRED SHIFTS

Section 97. The Employer will recognize seniority for the more preferred schedule of daily shifts, including days off within each job classification and department.

Section 98. During the first fifteen (15) days of July the employee shall certify in writing to the Employer as to his continuing shift and days off preference. In accordance with seniority and qualifications, the schedule nearest in conformity with the employee's preference shall be assigned to the extent such schedules are available (as determined by Management) and shall be effective the first Sunday of August.

Section 99. An employee who has made the preference as outlined above shall retain the schedule, providing the schedule continues to be available, unless the employee certifies in writing their desire to change their preference. In such case, the employee will notify the Employer during the first fifteen (15) days of January, April, July, and October of each year. The change shall become effective the first Sunday of February, May, August, and November of each year.

Section 100. The parties recognize that business necessity may require changes of starting time and days off and available hours. Conflicts between the maximizing of hours, referred to elsewhere in this agreement, and preferred days off shall be resolved pursuant to the employee's preference as stated on the shift and days off preference form.

## ARTICLE 33
## UNSCHEDULED OVERTIME

Section 101. 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 34
## REDUCTION IN HOURS

Section 102. 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 103. Reduction of Full-Time Employees: If, after all part-time employees in the affected classification in the store have either had their hours reduced to an average of twenty-four (24) hours or have been laid off, it is still necessary to reduce hours in the store, the least senior full-time employee in the affected classification in the store must have his or her hours reduced to an average of twenty-four (24) hours before the hours of any other full-time employee in the affected classification are reduced.

The parties agree that no employee assigned as full-time on or before August 3, 1996 shall have his hours reduced to less than forty (40) hours as a result of this provision, unless all part-time employees from the classification have had their scheduled hours reduced to twenty-four (24) hours or less before any other full- time employee protected under this paragraph is reduced.

Section 104. If an error is made in the application of Sec. 101, 102 the employee must call the error to the attention of store management by noon Saturday following the posting of the schedule. Failure by the employee to point out the violation by noon Saturday will limit the remedy to scheduling the affected employee, on the next week's schedule, the number of hours lost. These hours shall not have any affect on the normal schedule for that week.

Section 105. Seniority Right of Full-Time Employees Being Reduced in Hours: Full-time employees who have been reduced to part-time shall, in their second (2nd) consecutive week of such reduced hours, be allowed to exercise their seniority to claim the schedule of the least senior full-time employee in the bargaining unit within their classification whose work they are qualified to perform. Such requests must be made to the Store Manager prior to the posting of the following week's schedule.

It is expressly understood and agreed the affected employee may exercise this bump at any time between the second (2nd) and eleventh (11th) week and that the full-time employee working forty (40) hours who is bumped shall trade schedules and stores with the employee exercising the bump.

## ARTICLE 35
## LAYOFFS

Section 106. Layoffs: When a reduction in the workforce is necessary, as opposed to a reduction in hours, the following procedure shall be used:

The least senior employee within the affected classification within the store shall be notified of the lay off and shall be given the options of:

(a) Displacing the least senior employee within the same classification within the bargaining unit, if the affected employee is qualified for such position. (With regard to booth assignments, and floral designers (most senior by store), an employee must be qualified to exercise the rights herein.)

(b) Displacing the least senior employee in a lower classification within the same store, if the affected employee is qualified for such position. (With regard to booth assignments, and floral designers (most senior by store), an employee must be qualified to exercise the rights herein.)

(c) Accepting the layoff. Such employee shall receive the rate of pay for any lower classification to which he moves under this procedure. Employees on medical leave of absence, and subject to layoff, shall be placed on layoff until such time as they are released to return to work. The affected employee shall be given his/her layoff options immediately upon his/her release to work.

(d) Displacing the least senior employee in a lower classification within the same store, if the affected employee is qualified for such position. (With regard to booth assignments and floral designers (most senior by store) an employee must be qualified to exercise the rights herein.)

**Section 107. In the event of a layoff or reduction in hours, employees who have been "specially trained" in the area of Cake Decorators, FTD Florists, Head Baker and/or Assistant Bakery Manager and Postal Clerks may only be replaced by a more senior employee who has worked at least six months in the "specially trained" classification.**

**Employees will be considered "specially trained" provided they meet the qualifications and guidelines below.**

**FTD Florists**

**Qualifications for being "Specially-Trained" in <u>FTD Floral</u> Classification**

1. **Employees must be qualified as FTD Florists.**

2. **Employees classified as "Specially-Trained FTD Floral Clerks" must remain in that classification at least one year before exercising seniority rights for promotion to a higher classification.**

**It is understood and agreed any employee who is presently performing work in these classifications and who is receiving pay in a higher wage classification will continue to receive wage increases in accordance with said classification.**

**Cake Decorators**

**Qualifications for being "Specially-Trained in <u>Cake Decorating</u>**

1. **Employees must have at least six months experience as a Cake Decorator (limited to one Cake Decorator per store).**

2. **Employees classified as "Specially-Trained Cake Decorator" must remain in that classification at least one year before exercising seniority rights for promotion to a higher classification.**

**Head Baker or Assistant Bakery Manager**
**(For Non Bake Off Store)**

**Qualifications for being Specially-Trained as Head Baker or Assistant Bakery Manager Classification**

1. **Employees must have at least six months training as a Head Baker or Assistant Bakery Manager. This training is in addition to any time they may have worked as a Bakery Sales Clerk.**

2. **Employees classified as "Specially-Trained Head Bakers and/or Assistant Bakery Manager" must remain in that classification at least one year before exercising seniority rights for promotion to a higher classification.**

**It is understood and agreed any employee who is presently performing work in these classifications and who is receiving pay in a higher wage classification will continue to receive wage increases in accordance with said classification.**

**<u>Section 108.</u>**

**I. When a reduction of the workforce is necessary, the layoff language of all Colorado collective bargaining agreements shall apply, except as modified below.**

**A. Layoff will begin within the job assignment in the classification to be affected in reverse seniority order.**

**The affected person shall be notified and given the following options:**

**1. Displace the least senior employee within the same job assignment and classification within the store.**

**2. Displace the least senior employee within the same job assignment and classification within the bargaining unit.**

**3. Displace a less senior employee in a lower classification within the store, excluding head clerk and above positions, unless qualified.**

**4. Displace a less senior employee in a lower classification within the bargaining unit, excluding head clerk and above positions, unless qualified.**

**5. Accept the layoff (recall rights as set forth in all Colorado collective bargaining agreements shall apply only to those individuals who choose the layoff and limited to job assignments previously held).**

**B. For the purpose of this agreement, "job assignments" are defined as:**

**1. Front End Supervision**

**2. Night Crew Foreman**

**3. Produce Head Clerk**

**4. File Maintenance Clerk**

**5. I.C.C. Clerks**

**6. Variety Manager**

**7. Grocery Manager**

**8. Produce Manager**

**9. Bakery Manager**

**It is expressly understood and agreed that all assignments of person's occupying the position of head clerk or above are within one of the above-listed categories.**

**The parties agree that S.M.T.P. graduates, if performing in a head clerk or above position, shall be able to exercise the above options in the event they are laid off but shall not be bumped by other persons; provided, however, that said personnel and procedure are not used to circumvent the contract.**

**II. All current affected head clerks, with active grievances, shall have the options set forth above.**

**III. All employees currently classified as frozen food, dairy, and GM head clerks shall be reclassified in accordance with their seniority and consistent with Article 29, Layoffs,**

**and Article ___, Reduction of Hours, as well as the seniority provisions of the contract without recall to a head clerk position. [Note: It is understood that the reference to Article ___ is null and void as a consequence of the change negotiated between the parties with respect to former Article 34 in the Collective Bargaining Agreement.]**

**IV. The Dairy and Frozen Food full-time positions that are being vacated by persons classified as head clerks shall remain full-time positions at the time of reclassification and shall be filled by all-purpose clerks in accordance with the provisions of the collective bargaining agreement.**

**V. It is understood and agreed that hours being vacated by head clerks or above, except GM Managers, shall become all-purpose clerk hours and will be used to create as many full-time positions as is possible. It is understood and agreed that the Company retains the right to employ part-time head clerks.**

**VI. This settlement agreement shall apply to all collective bargaining agreements between Safeway Stores, Inc. and Local No. 7 in Colorado and shall have a term co-existent with the current collective bargaining agreements.**

<u>Section 109</u>. <u>Employees Accepting a Lower Classification</u>: 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. Employees recalled from layoff may refuse recall if the store being offered is more than ten (10) miles from their previous store (i.e., the employee will maintain recall rights). The Company shall provide employees with a form at time of layoff, to indicate their desires in this regard. It is understood that employees may change this election during a layoff. However, the changes and/or refusals shall be limited to two (2) per layoff. 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.

<u>Section 110</u>. <u>Employees Accepting Lay Off</u>: 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 and such notification shall be honored when a vacancy occurs. Employees recalled from layoff may refuse recall if the store being offered is more than ten (10) miles from their previous store (i.e., the employee will maintain recall rights). The Company shall provide employees with a form at time of layoff, to indicate their desires in this regard. It is understood that employees may change this election during a layoff. However, the changes and/or refusals shall be limited to two (2) per layoff. 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.

<u>Section 111</u>. <u>Courtesy Clerk Options</u>: The above notwithstanding, the options of a Courtesy Clerk shall be limited to displacing the shortest service Courtesy Clerk in that store or accepting the layoff. (Courtesy Clerks with three (3) or more years of service may displace the least senior Courtesy Clerk in the bargaining unit.)

**<u>Section 112. Demotions.</u>**

**1. If a member of the bargaining unit classified as a Head Clerks or above is demoted, voluntarily or involuntarily, and has been employed in the bargaining unit for a**

**minimum of one continuous year prior to the demotion, the employee may be returned to the classification and status, full-time or part-time, when first promoted to the bargaining unit position of Head Clerk or above. In returning the employee to the position previously held, the least senior employee in the classification and status may be bumped as a result. Further, the Company may demote the employee to a bargaining unit management position as long as the assignment does not circumvent the Collective Bargaining Agreement.**

2. **If a member of the bargaining unit classified as a Head Clerk or above is demoted, voluntarily or involuntarily, and has been employed in the bargaining unit for a minimum of one continuous year prior to the demotion, but has <u>not</u> held a non-management position in the bargaining unit, he may claim a position as if he had signed the full-time or promotion request lists and may bump the junior incumbent employee based on seniority.**

3. **If a member of the bargaining unit classified as Head Clerk of above is demoted voluntarily or involuntarily, and has not been employed in the bargaining unit for one continuous year prior to the demotion, the employee shall be placed in the position of a Courtesy Clerk.**

4. **If a management employee who is not a member of the bargaining unit is demoted, voluntarily or involuntarily, into a non-management bargaining unit position, the employee may exercise full Company seniority from the date of such demotion, notwithstanding language set forth in the Collective Bargaining Agreement establishing a 30 day waiting period, and will be deemed to have signed the full-time and promotion request lists and to have all rights available to an employee on such lists. Such an employee, however, may not bump an incumbent employee from a position but must await a vacancy which he may claim based on his seniority as provided for in the full-time and promotion request procedures. Pending a vacancy, the employee may be placed as a management trainee as defined in the Collective Bargaining Agreement or a Courtesy Clerk. Further, the employee must be employed for one continuous year in a store or facility covered by any Collective Bargaining Agreement with Local 7 immediately preceding the demotion or the employee shall be placed in the position of Courtesy Clerk.**

5. **The Company may demote a management employee who is not a member of the bargaining unit into a management bargaining unit position of Head Clerk or above so long as such assignment does not circumvent the Collective Bargaining Agreement.**

6. **When a reduction in the number of employees in a classification of Head Clerk and above is implemented, this procedure shall not apply, but rather the Letter of**

**Understanding concerning layoff of bargaining unit management personnel shall be followed.**

7. **This Settlement Agreement shall apply to all Collective Bargaining Agreements between Safeway and Local 7 in Colorado and shall have a term coextensive with the current collective bargaining agreements.**

8. **Local 7 agrees that the arbitrator in the Monte Vista Reduction of Hours arbitration, Union case #644-85, currently pending ("Monte Vista Arbitration") will not be advised of either the fact or terms of this Letter of Understanding and that this Letter of Understanding shall not be used as evidence in any way in the Monte Vista Arbitration.**

## ARTICLE 36
## TRANSFER FROM STORE TO STORE

Section 113. Transfers from Store to Store: Transfers from store to store shall not be made or denied for capricious, arbitrary or discriminatory reasons. Employees desiring a transfer to another store within the bargaining unit, in order to be near their residence, may indicate their desire for transfer in writing to their Store Manager. Such transfer requests will be considered at the time an opening occurs within their classification and status.

## ARTICLE 37
## NEW STORE LANGUAGE

Section 114. 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 filled by employees on layoff in the classification of the vacancy before any new employees are hired or current employees are promoted.

3. Employees who have signed the new store transfer request sheet shall be given consideration based on their qualifications and the requirements of the store. It is understood that the Employer may move employees from its own competitive stores which may be impacted by the new store opening before consideration of other employee desires.

4 In the event the Employer opens new stores within the geographical area of this Agreement, as set forth in Article 1, not less than sixty percent (60%) of the initial staffing of the new store shall be made by employees covered by this bargaining Agreement, if available.

## ARTICLE 38
## LEAVES OF ABSENCE

Section 115. Sickness, Injury or Pregnancy: Leaves of absence shall be granted for up to eighteen (18) months without pay when an employee with three (3) months of continuous service is unable to work because of bona fide sickness, accident, disability, or pregnancy. However, in the event such an employee is unable to return to work at the end of eighteen (18) months of his leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to duties within his classification within the said additional period.

Section 116. Personal Leaves: Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service for other reasons mutually agreed to between the Employer and the employee. The thirty (30) days period may be extended by an additional thirty (30) days by mutual agreement between the Employer and employee.

Section 117. 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 118. Leave of Absence for Care of Newborn or Adopted Child: For employees with one (1) year of continuous service in the bargaining unit, a Leave of Absence for either parent shall be granted without pay for a period of up to twelve (12) months for the purpose of Newborn or Adopted Child Care. The employee shall be guaranteed reinstatement in accordance with their seniority. An employee who wishes to change his or her date of return to work shall notify the Store 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 119. 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 Manager 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 120. Union Leave of Absence. Subject to the legitimate needs of the business, leaves of absence without pay for Union business not to exceed six (6) months shall be granted by the Employer to employees who have completed one (1) year of service, provided the request is made at least three (3) weeks in advance of the beginning of the leave and another employee in the same store is not already on a Union leave of absence or scheduled to be on a Union leave concurrent with any portion of the period of the requested leave. The six (6) months shall be extended by an additional six (6) months upon request by the Union. The Company shall not unreasonably deny such 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 121. Request for Leave of Absence: All leaves of absence must be requested in writing to the Store Manager unless the employee is physically disabled to the extent that such advance request is not possible and shall state: (1) the reason, (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing in advance and a copy shall be given to the employee.

Section 122. Returning from Leave of Absence: The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first (1st) weekly schedule, provided the notice of intent to return to work is received prior to 9:00 a.m., Wednesday of the week preceding the next available schedule.

## ARTICLE 39
## BEREAVEMENT LEAVE

Section 123. 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. Such time off with pay shall in no event exceed three (3) regularly scheduled working days. The immediate family is defined as the employee's father, mother, step parents, grandparents, grandchildren, spouse, common-law spouse, an individual in a civil union with that employee if recognized by State law, children, step-child, brother, sister; and father, mother, brother, and sister of the then existing spouse. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

Additional time, without pay, shall be granted as is needed by the employee up to seven (7) days for the above defined immediate family as well as for aunts, uncles, nieces, nephews, step-brother, step-sisters, **co-parents, fiancés/fiancées** and grandparent of the then existing spouse.

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

Section 124. 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. Employees must attend the funeral in order to qualify for pay, and the Employer may require satisfactory evidence confirming the relationship to the deceased person.

Section 125. No schedule shall be changed for the purpose of making the employee's day off replace a day that would otherwise have been paid for under these provisions.

## ARTICLE 40
## JURY DUTY

Section 126. Whenever any employee covered by this Agreement is required to serve on a petit jury during his regular working hours, the Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received from the Employer in straight-time pay had said jury duty not prevented him from being at work. On any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the court for at least eight (8) hours' jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which he served and was compensated for jury duty by the court on that day. The Employer may require a statement from the court certifying attendance.

Section 127. 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.

## ARTICLE 41
## SICK LEAVE

Section 128. **The parties agree that Sick Leave shall be administered as follows:**

**1. All employees employed as of 1/1/2021 shall be entitled to carry forward any accrued and unused sick leave balance as of the close of business on that date.**

**2. Accrual of sick leave effective January 1, 2021:**

**a. All full-time employees hired on or before March 27, 2005 shall accrue sick leave at the rate of one (1) hour of sick leave for every twenty-four (24) hours worked, up to a maximum of four (4) hours of earned sick leave per month. In the event any such employee works more than one hundred and twenty (120) hours in a month, said employee shall accrue sick leave for that month at the rate set forth in 2(b) below.**

**b. All other employees shall accrue sick leave at a rate of one (1) hour of sick leave for every thirty (30) hours worked, with no monthly maximum.**

**c. All employees shall earn a maximum of forty-eight (48) hours of paid sick leave in a benefit year but are entitled to carry over hours as**

**provided below. A "benefit year" refers to the twelve (12) month period between an employee's job anniversaries, i.e., an anniversary year.**

**d. For purposes of this Section (2), "hours worked" includes both straight time and overtime hours worked by the employee.**

**3. Carryover of sick leave from year to year:**

**a. Employees shall be entitled to carry over sick leave from year to year, but shall be subject to a maximum accumulation of:**

**i. Employees in the Clerks units shall not be entitled to accumulate more than four hundred and eighty (480) hours of sick leave.**

**ii. Employees in the Meat units shall not be entitled to accumulate more than six hundred (600) hours of paid sick leave.**

**4. If an employee is absent for four (4) or more consecutive workdays, a doctor's certificate or other authoritative verification of illness may be required by the Employer.**

**5. Employees shall be entitled to use sick leave:**

**a. In one (1) hour increments.**

**b. Employees shall be entitled to use sick leave for the employee's (or a family member's) own mental or physical illness, injury or health condition, to obtain a diagnosis, care for, or treatment of the employee's (or a family member's) own mental or physical illness, injury or health condition, or to obtain preventative medical care (for the employee or a family member). For purposes of this provision a "family member" is a person who is related by blood, marriage, civil union, or adoption, and such other individuals set forth in C.R.S. § 8-13-402(6). In addition, sick leave may be used for any other purpose permitted by the Healthy Family and Workplaces Act ("the Act"), C.R.S. § 8-13-402(6), including SAFE leave.**

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

**For employees hired on or before March 27, 2005:**

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

**ii. on the first (1st) workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred ninety-two (192) hours.**

**For employees hired after March 27, 2005:**

**i. on the third (3rd) full workday's absence for employee's sickness or non-occupational injury;**

**ii. on the second (2nd) full workday's absence if the employee has accumulated in excess of ninety-six (96) but less than one hundred ninety-two (192) hours, and;**

**iii. on the first (1st) full workday's absence if the employee if the employee is hospitalized, undergoes outpatient surgery, or has in excess of one hundred and ninety-two (192) hours.**

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

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

**a. At the regular straight time hourly rate for the employee.**

**b. For absences which arise during a workweek which is already scheduled at the time the employee requests leave, for all hours the employee is actually scheduled to work during the period of absence.**

**c. For all absences exceeding one week, or for a period when the employee was not scheduled to work at the time leave is requested:**

**i. For full-time employees, 40 hours per week of absence (pro-rated for a partial week of absence)**

**ii. For part-time employees, at a number of hours equal to the actual hours worked by the employee during the calendar month immediately preceding the absence, multiplied by twelve (12) then divided by fifty-two (52), per week of absence (pro-rated for a partial week of absence).**

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

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

**9. Sick leave benefits are not convertible to cash.**

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

Section 129. For all employees, any employee ineligible for first- or second-day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation accrued pursuant to Section 45 or unused personal holidays as payment for such employee's first- or second-day sick time, at the employee's election. Notwithstanding other requirements to use personal holidays or unused and accrued vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certification or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.

<u>Section 130.</u> Safe Leave. The parties recognize that, in accordance with Colorado law, employees may request and take up to three working days of leave from work in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault or the victim of any other crime. In accordance with law, the employee must give reasonable notice to his or her department manager, when possible.

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

## ARTICLE 42
## SAFETY

Section 131. 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 132. 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 133. 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 134. The President of the Union, or a designee, shall have the right to visit any of the Company's covered places of business in order to ensure a safe work environment in accordance with Article 44 Section 118 of the retail labor agreement. The President of the Union, or a designee, shall follow all applicable health and safety regulations, including but not limited to hair restraints, attire, personal belongings and beverages/food throughout the store.

Section 135. 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 136. 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.

**Section 137. Employer Workplace and Emergency Procedures. If a federal, state, or local government declares a state of emergency, this emergency provision shall apply.**

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

**Employee Leave. If any employee is unable to perform work due to the nature of the emergency, the Company and the Union will meet and discuss in good faith the proper application of the leave of absence provisions provided by Article 32 of this Agreement and/or any additional leave that the parties may mutually agree to provide.**

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

**Dangerous Emergencies. The Employer will develop procedures that workers should follow to protect themselves and co-workers during dangerous emergencies. These procedures may include: (i) where workers should go to protect themselves, (ii) evacuation plans, (iii) what workers should do, and (iv) how prompt first aid and emergency medical treatment will be administered to injured workers. The procedures will also discuss signs that may indicate that a dangerous emergency may occur (such as threats, social media posts**

**or assaults), and encourage workers, customers and others to report these matters to a manager or security guard, if applicable. The Employer will update the training as new procedures to protect workers against dangerous emergencies develop.**

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

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

**Section 138.** **Pandemic Safety Measures. In the event of a novel pandemic or epidemic affecting one or more of the stores, the Employer agrees to meet and bargain with the Union concerning the effects thereof within fourteen (14) days following a written request by the Union. The Employer further agrees to follow applicable CDC, NIOSH, or OSHA guidelines and any state and federal mandates concerning the pandemic or epidemic. The Employer agrees that employees shall have access to hand sanitizer and other appropriate sanitation products.**

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

**Section 139.** **Vaccine Mandate. In the event the Employer determines it intends to implement a vaccine mandate, the Employer agrees to meet with the Union and bargain effects of the mandate as far in advance of the mandate's effective date as possible, but not less than two (2) weeks in advance of the mandate's effective date.**

**Section 140.** **Customer Theft. The Employer agrees that it shall provide training to employees at the time of onboarding, and not less than annually, concerning company policies with respect to interacting with shoplifters.**

## ARTICLE 43
## INJURY ON JOB

Section 141. 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 44
## CHILD CARE DISCOUNT PROGRAMS

Section 1142. Safeway Inc. agrees to participate with United Food and Commercial Workers, Local No. 7 on discount programs established with local child care facilities.

## ARTICLE 45
## FLEXIBLE BENEFIT PLANS

Section 143. The Company agrees to provide a 401k plan for employees covered by this Agreement when it is made available from the Company.

## ARTICLE 46
## HEALTH AND WELFARE COVERAGE
### (Medical, Surgical, Hospital, Dental, Prescription, Vision and Life Insurance)

Section 144. 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. The Trustees are expressly prohibited from using the contributions of the Employer's contributing on fixed contribution rate basis to pay benefits for participants of other employer's who have not adopted these fixed contributions.

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

| | | Current | **January 2022 hours payable in February 2022**<br>2019 – Hours worked in first month following ratification | **January 2023 hours payable in February 2023**<br><br>**“Up to”**<br>January hours payable in February 1/1/2020 | **January 2024 hours payable in February 2024**<br><br>**“Up to”**<br>January hours payable in February 1/1/2021 |
|---|---|---|---|---|---|
| | **Plan A Hired Befor** | **$ 988.78** | **$ 1,030.31** | **$ 1,081.82** | **$ 1,135.92** |

| | | | | | |
|---|---|---|---|---|---|
| | **Plan A Hire d** | **$ 850.59** | **$ 886.31** | **$ 930.63** | **$ 977.16** |
| | **Plan B Hired Befor** | **$ 791.01** | **$ 824.23** | **$ 865.44** | **$ 908.72** |
| | **Plan B Hire d** | **$ 680.47** | **$ 709.05** | **$ 744.50** | **$ 781.73** |
| | **Plan C Hire d** | **$ 428.68** | **$ 446.68** | **$ 469.02** | **$ 492.47** |

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

1. Using the latest financial data available as of **each September (or most recently available data in preparation for the December fund meeting)**, co-consultants will develop a forecast through 12/31/202**4**.
2. In preparing the forecast, the below trend rates will be used.
3. If the forecast projects an ending balance at 12/31/202**4** that is below the target reserve level (average of 1.4 months of expense for the 12 months ending 12/31/202**4**, plus IBNR at 12/31/202**4**), then the employer contributions will be increased effective January **2023 and** so **2024** that the ending reserve will be equal to the target reserve. **Any projected deficit in the ending balance shall first be corrected by increasing the 2023 employer contribution rates until such rates reach the “up to” levels for 2023.**
4. In no event will the increase in the employer contributions rates exceed **5**.0% **in 2023 or 2024**. In no event will the **“up to”** employer contribution rate**s** be less than the **prior year’s** employer contribution rate.
5. Co-consultants will work together to develop increases that are as close as possible. In the event co-consultants develop materially different estimates, the lowest increase will be implemented while Trustees resolve the differences between the two estimates of the co-consultants. Any arbitration concerning the differences between the two estimates shall be held not more than sixty (60) days following deadlock.

Agreed upon trend:

| **Year** | **2022** | **2023** | **2024** |
|---|---|---|---|
| **PPO Medical** | **6.5%** | **6.5%** | **6.5%** |
| **Prescription Drug** | **8.0%** | **8.0%** | **8.0%** |
| **Dental** | **4.0%** | **4.0%** | **4.0%** |
| **Vision** | **3.0%** | **3.0%** | **3.0%** |
| **Time Loss** | **0.0%** | **0.0%** | **0.0%** |
| **Kaiser Premium** | **6.5%** | **6.5%** | **6.5%** |

| | | | |
|---|---|---|---|
| **Medicare Advantage** | **Actual** | **Actual** | **Actual** |
| **Life Premium** | **0.0%** | **0.0%** | **0.0%** |
| **Provider Access Fees** | **Actual** | **Actual** | **Actual** |
| **Stop Loss Premiums** | **Actual** | **Actual** | **Actual** |
| **Administration** | **3.0%** | **3.0%** | **3.0%** |
| **Investment Income** | **1.25%** | **1.25%** | **1.25%** |

Employee Co-Premiums: Effective January 1, 2013, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: $7.50/week for employee only, $15/week for employee and children or employee and spouse and $23/week for employee, spouse and children/family. **Effective January 1, 2023, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: $8.50/week for employee only, $17/week for employee and children or employee and spouse and $26/week for employee, spouse and children/family.** Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer.

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.

<u>General Rule</u>

- 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 changes desired.
    - If enrolled and changes desired - need to timely complete new enrollment form on same basis as in prior years.
    - If not enrolled for 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 changes desired.

<u>Special Rules</u>

- 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 made 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. Administrative 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.

Initial Eligibility – Part-time employees hired before March 27, 2005 who on March 26, 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 March 26, 2005. Employees who were eligible for and were participating in Plan B on March 26, 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 March 26, 2005, who are not eligible for coverage as of March 26, 2005 shall be required to meet initial eligibility for Plan B, and subsequent eligibility to begin participation in Plan A, as provided in the predecessor agreement which terminated in 2004.

All part-time employees (excluding Courtesy Clerks) and their eligible dependents hired on or after March 27, 2005 shall, beginning the first of the month following 12 calendar months of employment (but not before January 1, 2010 with regard to their eligible dependents), be eligible to enroll and participate in the Health Plan, under the Health Plan C. Upon completion of the first (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next (36) months of eligibility under Plan B. Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependents may enroll and participate in Plan A.

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

Courtesy Clerks hired on or after March 27, 2005 shall, beginning the later of the first of the month following thirty-six (36) months of employment or attaining the age of nineteen (19), be eligible to enroll and participate in the Health Plan on an employee only basis under the Health Plan C. Upon completion of the first thirty-six (36) months of employee only eligibility under Plan C, such Courtesy Clerks and their eligible dependents may enroll in Plan B. Such Courtesy Clerks shall not be eligible to progress to Plan A.

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, funeral leave, and sick leave.

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.

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

1. The Plan's current coordination of benefit provision and credit balance system shall be replaced with a coordination of benefit provision that limits payment to the maximum payable under the Plan.

2. The Plan shall adopt a fee of 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.

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

4. The Parties agree to adopt true managed care approaches to providing mental/nervous and physical benefits under the Plan. The Plan Administrator should not perform such managed care.

5. The Parties will adopt cost control measures that will aid the Fund in managing costs within the contributions provided by the Employers and Participants to this Plan.

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

Health and Care Management

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

- Quality education campaign for all participants
- Superior participant communications, including robust web tools
- Superior participant information tools
- Analytics measuring participation, compliance, and results
- Very strong comprehensiveness of programs
- High levels of integration
- Strong physician behavior change mechanisms
- Significant levels of medical and drug trend reduction

1. Establish a health risk assessment questionnaire to be completed annually. If employee and spouse complete annually, such employee's co-premium to the Plan shall be reduced $5 per month for each employee and spouse (max $10) for that enrollment's calendar year. An HRQ must be completed each year during enrollment to be eligible to receive the HRQ incentive for each year. During the term of this Agreement, the Trustees may, by mutual agreement, reallocate the HRQ incentive amounts provided above.

2. Establish 24-hour nurse call-in line and/or medical decision support.

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

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

4. Establish free and/or reduced cost educational programs such as:
   a Weight management
   b. Smoking cessation
   c. High Cholesterol

5. Reduce prescription drug co-pays as shown below for participants taking maintenance drugs (and related supplies which require a prescription) for certain disease states which would include categories of drugs such as:

   a. Hypertension
   b. High cholesterol
   c. Diabetes control drugs
   d. Asthma
   e. Glaucoma
   f. Osteoporosis

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

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

6. Complex/Catastrophic Care Management to provide case management of the entire health care and treatment for participants with high-risk health conditions.

7. Preventive health care at medically appropriate times (see below)

| Service | PPO coverage (In-network) |
|---|---|
| Mammography | Plan pays 100% |

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

Utilize nationally recognized guidelines as a basis for coverage.

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

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.

<u>Long Term Funding Policy</u>

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) and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants claims run off.

2. If the market value of the assets at any twelve-month review point is ever below the calculated IBNR level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign and/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the 12-month period beginning after the trustee meeting in which the deficiency is first projected.

3. No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.

4. If the Fund consultants cannot agree on a recommended plan of benefit redesign and/or employee co- premium contributions, and the Trustees cannot agree to a corrective action plan, by virtue of deadlock motions, then the trustees must act to adopt the recommended corrective action plan that has the least adverse impact on plan participants, however, one set of Trustees may exercise the Fund's dispute resolution procedure on an expedited basis to determine if other corrective actions must be taken.

5. The minimum reserve target defined above is solely meant to be a "floor". It is not also a "ceiling". That is, no Trustee action is required or expected in the event that reserve levels are above the minimum reserve target.

6. The Long-Term Funding Policy provisions of this Article are suspended for the period of May 13, 2012, through and including September 12, 2015.

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.

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

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 47
## NON-DUPLICATION OF BENEFITS

Section 145. In the event that any law or government regulation requires any payment from the Employer for benefits which would replace, supplement, or modify the Health and Welfare, Dental, Pension or other benefits provided thereunder this Contract, the parties will upon thirty (30) days notice, by either party, meet and negotiate new provisions pertaining to such affected benefits.

## ARTICLE 48
## PENSION

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 146. Employer Contributions**.** For all employees hired before March 6, 2005, covered by this Agreement, the Employer shall pay one dollar and five cents ($1.05) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund.

For all employees hired after March 5, 2005, contributions shall be at a rate of forty-eight cents ($0.48) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid).

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

Effective January 1, 2010 (December hours) for all employees covered by this Agreement, the Employer shall pay eighty two cents ($0.82) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid) into the Rocky Mountain UFCW Unions and Employers Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund. **The Employer will maintain the current hourly contribution rate of $1.60 per hour for the term of the contract.**

The Trustees shall be directed to modify the Plan's accrual rates effective January 1, 2016, to thirty dollars ($30.00) per month for future years of service. The Trustees shall be directed to modify the Plan to provide for the ability of Courtesy Clerks to earn benefit accruals on a prospective basis.

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 147. Courtesy Clerk Contributions. Pension contributions will be made on behalf of all Courtesy Clerks with ten (10) years or more of continued service with the Employer. Pension contributions shall be made as set forth above. All hours worked as a Courtesy Clerk prior to the time contributions are required will count towards pension eligibility and credits.

Section 148. Long-Term Funding Policy. The parties agree to direct the Trustees of the Pension Plan to use their best effort to effect a merger with the Denver Area Meatcutters Pension Fund with the Rocky Mountain UFCW Union and Employers Pension Plan with the objective of accomplishing the merger on or about July 1, 2016, and give full authority to effectuate such merger to the Board of Trustees of the two pension plans without further approval of the parties of this Agreement.

Section 149. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from shall be paid out of the Pension Fund.

Section 150. Said Pension Plan and Trust Agreement establishing the Pension Fund have been submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

Section 151. If, for any reason, the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other fringe benefits or wage increases in the amount equal to the cents per hour provided for in this Article for all hours worked at straight-time in lieu of payments into the Pension Fund.

Section 152. The Employer shall be represented by its employees, or some other representative on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

## ARTICLE 49
## DISCHARGE AND NO DISCRIMINATION

Section 153. The Employer hereby agrees not to discriminate against any employee or discharge him because of membership in the Union and/or for upholding Union principles; and further, no employee who falls within the bargaining unit shall be discharged without good and sufficient cause.

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

Section 154. The Employer and the Union agree that each will fully comply with the applicable laws and regulations prohibiting discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex, physical disability, mental disability, or age.

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

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

Section 155. Use of the male gender herein shall, except as the context requires, be deemed to include the female gender.

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

## ARTICLE 50
## UNION REPRESENTATIVE VISITATION

Section 156. The President of the Union, or the Business Representative thereof, shall have the right of entering the premises of the Employer for the purpose of interviewing employees in such a way as to not interfere with the service of the Employer. The said representative shall make their presence known to the Manager, or the person in charge in the absence of the Manager, when possible, upon entering the premises. The Employer shall, upon request of an authorized Union Representative, furnish satisfactory evidence to ascertain whether employees are being paid in accordance with the terms of this Agreement and review with the Union Representative the facts giving rise to disciplinary action.

## ARTICLE 51
## UNION STEWARD

Section 157. The Union shall have the right to designate two (2) Stewards per store (stores that employ over one hundred (100) clerks may have three (3) Stewards, and stores that employ over one hundred seventy- five (175) clerks may have four (4) Stewards) in which they work who shall perform their duties with the least possible inconvenience to the Employer. Such Stewards shall not be discriminated against because of their Union activities, and such Stewards shall have top seniority for the purpose of layoff in that store. The Store Manager shall be advised in writing by the Union of the name of the Steward(s) in his store.

Section 158. Where store operations are not adversely affected, the appointed Stewards will not be scheduled to work later than 6:00 p.m. on the night (not more than one (1) per month) of the regular Local Union Meeting, provided the Store Manager or Assistant Store Manager are notified by the Stewards by noon on the Wednesday of the week preceding the Union meeting.

Section 159. The Company agrees to adjust the Union stewards' work schedule to allow them to attend an annual Union Stewards' Conference.

Section 160. Employees Rights to Union Representation: When an employee is involved in a disciplinary interview where the probable result of such interview will be the imposition of disciplinary action, the employee may request the presence of a Union Steward, or in his absence, that of a Business Representative.

## ARTICLE 52
## DISPUTE PROCEDURE

Section 161. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

Section 162. Step 1 By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the Manager of the store.

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

**Store Managers and the Union Store Stewards shall be allowed to settle grievances at the store level with no precedent.**

Section 163. Step 2 If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Store Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis, but not beyond ninety (90) days prior to the date on which the grievance is presented in writing. This ninety (90) day retroactive liability shall not be applicable to situations covered by Article 9, Section 20, paragraph 2.

Section 164. Step 3 If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step 2 meeting, in writing, request arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

Section 165. 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 seven (7) arbitrators from the Federal Mediation and Conciliation Service. From this panel of seven (7) names, each party shall alternately strike three (3) 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 166. The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him; but his award shall not change, alter of modify any of the terms and conditions set forth in this Agreement. The expense of the impartial arbitrator shall be paid by the losing party. In the event neither party wins the total arbitration, the expenses shall be shared equally by the parties.

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 167. 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 Five Hundred Dollars ($500.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to Five Hundred Dollars ($500.00) to the refusing party.

**Section 168.**

1. **The parties recognize that the information requests that routinely accompany grievances filed by Local 7 can be burdensome and time consuming for the Company to respond to, which in turn impacts the effective and efficient administration of the grievance procedure. Accordingly, Local 7 has committed to reviewing the information requests it has accompanying pending grievances as well as information requests it may file with future grievances to determine whether the information requests can appropriately be withdrawn or tailored more narrowly in scope.**

2. **The parties also agree to schedule monthly settlement meetings at which the parties will discuss the possible settlement or withdrawal of grievances pending arbitration.**

3. **The parties will work from an agenda containing cases pending arbitration ranked in order of date filed with the exception that cases involving termination, demotion, or potential continuing liability shall be moved to the top of the agenda in date order and shall be discussed before any other case. The agenda will be prepared one week from the date of the meeting and may then only be modified by agreement of the parties.**

4. **The parties will endeavor to discuss as many cases as can reasonably be considered at each monthly settlement meeting.**
   a. **Cases that are settled or dropped/withdrawn by the Union shall be removed from the agenda and shall be deemed closed.**

**b. Cases that are continued at the monthly settlement meeting pending further review or investigation shall remain on the agenda for discussion at future monthly settlement meetings.**

**c. Cases that have been discussed but not resolved may, at the option of the grieving party, be scheduled for arbitration as provided below.**

**5. Grievances referred to arbitration shall be placed in the scheduling queue and scheduled for hearing as follows:**

**a. Cases shall be scheduled from the scheduling queue in order of their respective grievance filing date with the understanding termination or demotion cases shall move to the front of the scheduling queue in date order.**

**b. The party requesting arbitration shall promptly request a panel of arbitrators from FMCS for each case placed in the scheduling queue.**

**c. Within sixty (60) days after a final settlement meeting decision, the parties will select an arbitrator.**

**d. The parties will use best efforts to schedule the hearing in the matter for which an arbitrator has been appointed within six (6) months following a final settlement meeting decision with the understanding that the parties may schedule a hearing a date later than six (6) months upon mutual agreement or as the result of 6(e) below.**

**e. Notwithstanding the provisions of 6(d) above, neither party shall be required or obligated to schedule more than three (3) cases per calendar month except by mutual agreement.**

**f. In all disciplinary cases referred to arbitration, as a condition to accepting appointment, the arbitrator must agree to render a decision and award no later than thirty (30) days after receipt of the parties' post hearing statements. Unless otherwise agreed by the parties, such statements must be filed no later than fourteen (14) days following the close of the hearing (or receipt of transcript where applicable) and must be limited to no more than ten (10) single space letter size pages. It is specifically agreed and understood that any such case resolved under this procedure shall be deemed "nonprecedential" and will not be cited by either party in any future proceeding. The provisions of this subsection (e) may be modified on a case by case basis by mutual agreement of the parties.**

**The Company's Director of Labor Relations and the Union President will retain jurisdiction over this letter of understanding and may, by mutual agreement, modify this letter of understanding as they deem necessary and appropriate to improve the efficiency and effectiveness of the agreements' grievance and arbitration process. Any such modifications must be in writing and signed by both parties.**

<u>Remedies for Errors</u>: 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, classification issues, and work jurisdiction matters and the affected employee immediately files a grievance, 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 hours due during the workweek on the date and time determined by the employee. 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 a straight-time day 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.

## ARTICLE 53
## NO STRIKE OR LOCKOUT

Section 16**9**. During the life of this Agreement, there shall be no lockout, strike or stoppage of work, anti- company publicity, or other economic action of whatsoever nature against the company. (This has been agreed to by the Union with the understanding that anything the Union did prior to or during the King Soopers strike would not be considered anti-company publicity.)

## ARTICLE 54
## STORE CLOSING

Section 170. Dislocation and Training Pay: In the event the Employer closes or sells a store and the employee chooses to self-terminate, said employee shall be entitled to dislocation and training pay. This money is provided to help defer any expenses incurred by the employee as it relates to moving expenses and/or training for a new occupation.

The employee must notify the Employer, in writing, within seven (7) days after receiving such notification of the store closing or of the store being sold.

The Employer shall pay said dislocation and training pay to the employees prior to the effective date of the store closing.

The amount of the dislocation and training pay shall be computed as set forth in Article 54, Sections 170 and 171. However, the Employer will only be required to make two (2) months Health and Welfare contributions following termination and the Employer will not be required to make any Pension contributions.

Any employee who requests said dislocation and training pay shall not be entitled to any other provisions as set forth in Article 54.

Any employee who chooses not to exercise the rights for the dislocation and training pay shall be entitled to severance pay as set forth in this Agreement.

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

0-3 months equals twenty-five percent (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 based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary lay-off or termination.

Section 171. The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) full months following termination on an hourly basis in direct relationship to the severance pay received for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

Section 172. All monies due employees, including severance pay, shall be paid in a lump sum upon termination.

Section 173. An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) days period, if he has not been recalled, he will be paid severance pay and forfeit his seniority. Any extensions of this ninety (90) 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.

Section 174. If an employee is offered a transfer or other employment with the Employer within forty (40) miles of the store in which he was last working and he refuses to accept the transfer or other employment with the Employer he forfeits his rights to severance pay and Pensions and Health and Welfare contributions.

Section 175. If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

Section 176. The Employer agrees to give to the employees and the Union two (2) weeks' notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer until the plant or store closes, or forfeit his rights under this Article, unless mutually agreed to by the employee, Employer and Union.

Section 177. No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation or remodeling, then this Article shall not apply.

Section 178. It is understood and agreed that employees can exercise their seniority rights under the Layoff Article; however, if they exercise such seniority rights, the provisions of this Article shall be null, void and not applicable.

Section 179. 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 55
## BULLETIN BOARD

Section 180. The Employer will provide bulletin board space for the posting of official Union notices.

## ARTICLE 56
## UNION STORE CARDS

Section 181. The Union Store Card is the property of the UFCW and is loaned to the Employer for display. Said card may be removed from the store by the Union if the Employer refuses to comply with a final decision of an arbitrator reached under the provisions of this Agreement.

## ARTICLE 57
## LIE DETECTOR TESTS

Section 182. The Employer shall not require any employee to submit to a polygraph examination.

## ARTICLE 58
## UNIFORMS/EQUIPMENT

Section 183. The Employer agrees to provide all required uniforms and laundry service for all required caps, uniforms, smocks, aprons, towels and rags, except for laundering of drip-dry garments. The employee agrees to exercise care in the use of Company property and equipment.

Notwithstanding the above, the employee shall be required to meet the dress requirements as detailed in the Letter of Understanding, Dress Requirements, attached to this Agreement.

## ARTICLE 59
## SAVING CLAUSE

Section 184. If, during the term of this Agreement, or during any renewal or extension of the same, any Federal or State Law is enacted, or any rule or regulation is issued under any Federal or State Law, which would make compliance by the Union, the Employer, employees, or any of them, with the terms, provisions, or condition of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such decision, law, rule or regulation. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall continue in full force and effect.

Section 185. In the event any such terms, provisions or conditions become inoperative and of no effect, either party to this Agreement may open the same for bargaining only as to substitute provisions, if any, for those provisions made inoperative upon a thirty (30) day written notice to the other party.

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

## ARTICLE 61
## TECHNOLOGICAL CHANGES

Section 186. The parties recognize that a well-trained workforce is beneficial to employer and employees alike. As technological changes are occurring at a rapid pace, such changes may have a dramatic impact on both employees' careers and the employer's business. In the event the Employer introduces technological changes that impact bargaining unit work, they shall meet to discuss the changes, their anticipated impact on the workforce, and any other subjects relating to or arising from the technological change in question and the affected employees.

In addition, the Employer agrees to discuss the following:

i. Any retraining necessary, for a comparable position and subject to the applicable seniority provisions.

ii. Where retraining is not feasible, the Employer shall make every effort to transfer all affected employees to another department, another store, or other employment, within a reasonable geographic area of the employee's existing position or, solely at the employee's election, their residence.

iii. In the event the employee is not retrained or transferred and is separated from employment as a result of technological changes, the Company and the Union will discuss using a placement service.

iv. To the extent that technological change results in the loss of bargaining unit work or positions, the Employer shall discuss implementing such change gradually, to allow for the natural attrition of employees through voluntary separation or retirement, with the intention that no employee, who is employed as of the date the Employer notifies the Union of its anticipated technological change, is involuntarily separated from their employment.

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

a. All employees, excluding courtesy clerks, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of ten (10) week's pay to be paid on a lump sum basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceding displacement, not to exceed forty (40) hours' straight-time pay.

b. An employee shall be disqualified from severance pay in the event the employee:

i. Refuses retraining

ii. Refuses a transfer or other employment within a radius of forty (40) miles.

iii. Voluntarily terminates employment.

c. In the event an employee is eligible for a severance payment pursuant to the provision, the employee will execute a Release Agreement provided by the Company prior to receipt of such severance payment.

## ARTICLE 62
## PRODIGY-TYPE SHOPPING

Section 187. All work connected with the selection of customer purchases from the sales floor, including the storage and retrieval thereof, shall be performed by any bargaining unit member, including but not limited to Courtesy Clerks.

## ARTICLE 63
## ENTIRE AGREEMENT

Section 188. This Agreement contains all of the covenants, stipulations and provisions agreed upon between the parties hereto and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.

## ARTICLE 64
## TERM OF AGREEMENT

Section 189. 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 as 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.

Section 190. This Agreement shall be in full force and effect beginning on February 2**0**, 20**22** and shall remain in full force and effect until midnight on February 1**5**9, 202**5** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

The changes set forth in this Offer shall be effective the first Sunday following ratification, unless otherwise expressly provided for herein.

**Section 191. In the event of an Act of God or natural disaster ("Emergency") having a material and continuing impact upon either the Employer's facilities or the geographic area defined in Article 1 of this Agreement, either the Company or the Union may request to effects bargain with the other party regarding this Agreement by providing written notice to the other party, within thirty (30) days of the occurrence of such Emergency. The parties agree to timely meet and bargain over the effects of the Emergency.**

IN WITNESS WHEREOF, the Parties above named have signed their names and/or affixed the signature of their representative this 16 day of September 2024.

UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 7, DENVER COLORADO
Chartered by
UNITED FOOD AND COMMERCIAL WORKERS,
INTERNATIONAL UNION, AFL-CIO

By ______________________

SAFEWAY INC.

By ______________________

## ADDITIONAL PROVISIONS

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

Letters of Understanding to continue unchanged unless specifically agreed to be modified or deleted. Denver Letters of Understanding shall apply.

| | **PLAN A**<br>ENROLLED & PARTICIPATING | **PLAN B**<br>ENROLLED & PARTICIPATING | **PLAN C**<br>ENROLLED & PARTICIPATING |
|---|---|---|---|
| DEDUCTIBLE | $500 PER PERSON, MAX 3 PER FAMILY | $600 PER PERSON, MAX 3 PER FAMILY | $700 PER PERSON, MAX 3 PER FAMILY |
| OFFICE VISIT<br>PPO-CO-PAY (PRIMARY CARE)<br>COVERAGE PAYS<br><br>NON PPO CO-PAY (PRIMARY CARE)<br>COVERAGE PAYS | IN-NETWORK: PLAN PAYS 100% AFTER $25 PER VISIT COPAY; NO DEDUCTIBLE. FOR PROCEDURES RECEIVED DURING THE OFFICE VISIT, PLAN PAYS 80% AFTER DEDUCTIBLE IS MET.<br><br>NON-NETWORK: PLAN PAYS 65% AFTER DEDUCTIBLE IS MET. | IN-NETWORK: PLAN PAYS 100% AFTER $30 PER VISIT COPAY; NO DEDUCTIBLE. FOR PROCEDURES RECEIVED DURING THE OFFICE VISIT, PLAN PAYS 75% AFTER DEDUCTIBLE IS MET.<br><br>NON-NETWORK: PLAN PAYS 55% AFTER DEDUCTIBLE IS MET. | IN-NETWORK: PLAN PAYS 100% AFTER $40 PER VISIT COPAY; NO DEDUCTIBLE. FOR PROCEDURES RECEIVED DURING THE OFFICE VISIT, PLAN PAYS 65% AFTER DEDUCTIBLE IS MET.<br><br>NON-NETWORK: PLAN PAYS 50% AFTER DEDUCTIBLE IS MET. |
| CO-INSURANCE<br>PPO - NETWORK<br>OUT OF POCKET MAX<br><br>NON-PPO<br>NON-NETWORK<br>OUT OF POCKET MAX | 80%<br>$2,500 PER PERSON; UP TO $4000 PER FAMILY<br><br>65%<br>$7,500 PER PERSON & NO FAMILY MAXIMUM | 75%<br>$3,000 PER PERSON; UP TO $5000 PER FAMILY<br><br>55%<br>$9,000 PER PERSON & NO FAMILY MAXIMUM | 65%<br>$4,000 PER PERSON; UP TO $7000 PER FAMILY<br><br>50%<br>$12,000 PER PERSON & NO FAMILY MAXIMUM |
| MAJOR MEDICAL CALENDAR YEAR MAX | NO MAXIMUM | NO MAXIMUM | NO MAXIMUM |
| VISION | $240SGL/$260BI/$290TRI/ $240 FOR CONTACTS EVERY 2 YRS | $240SGL/$260BI/$290TRI/ $240 FOR CONTACTS EVERY 2 YRS | $240SGL/$260BI/$290TRI/ $240 FOR CONTACTS EVERY 2YRS |
| DENTAL | ANNUAL MAX $1,500 | PREVENTATIVE ONLY | PREVENTATIVE ONLY |
| RX CO-PAYS<br>RETAIL<br><br>NOTE: SEE PLAN DOCUMENT FOR COPAYMENTS ON MAINTENANCE MEDICATIONS (90 DAY SUPPLY) | $5 GENERIC<br>20% UP TO $50 PER RX FOR PREFERRED BRAND<br>30% UP TO $75 PER RX FOR NON-PREFERRED BRAND<br>20% UP TO $100 PER RX FOR SPECIALTY | $5 GENERIC<br>20% UP TO $50 PER RX FOR PREFERRED BRAND<br>30% UP TO $75 PER RX FOR NON-PREFERRED BRAND<br>20% UP TO $100 PER RX FOR SPECIALTY | $5 GENERIC<br>20% UP TO $50 PER RX FOR PREFERRED BRAND<br>30% UP TO $75 PER RX FOR NON-PREFERRED BRAND<br>20% UP TO $100 PER RX FOR SPECIALTY |
| LIFE INSURANCE | $10,000 | $10,000 | $10,000 |
| COORDINATION OF BENEFITS | CARVE OUT TO PLAN MAX | CARVE OUT TO PLAN MAX | CARVE OUT TO PLAN MAX |
| ACCIDENTAL DEATH/PERSONAL ACCIDENT INSUR | $10,000<br>EMPLOYEE ONLY | $10,000<br>EMPLOYEE ONLY | $10,000<br>EMPLOYEE ONLY |
| SPOUSAL FEE | $100 PER MONTH | $100 PER MONTH | $100 PER MONTH |
| SHORT TERM DISABILITY (payable for up to 26 weeks) | 70% OF AVE. WKLY WAGE, NOT TO EXCEED $300 | 70% OF AVE. WKLY WAGE, NOT TO EXCEED $300 | 70% OF AVE. WKLY WAGE, NOT TO EXCEED $300 |

Cigna Plan Medical coverages are described on the chart above. Kaiser Permanente coverage may differ from what is listed here. Contact the Plan Administrator at 303-430-9334 or 1-800-527-1647 with any questions you may have.

## Appendix "A"

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

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

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

### Basket Hours

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

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

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

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

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

Safeway
Steamboat
Springs Clerks

| | Effective | Effective | Effective |
|---|---|---|---|
| **CLASSIFICATION** | **2/20/2022** | **2/19/2023** | **2/18/2024** |
| | | | |
| **OTHER ASSISTANT MANAGERS** | **$22.06** | **$22.86** | **$23.66** |
| **HEAD CLERK** | **$21.06** | **$21.86** | **$22.66** |
| **PRODUCE DEPARTMENT MANAGER** | **$22.06** | **$22.86** | **$23.66** |
| **FLORAL MANAGER** | **$21.06** | **$21.86** | **$22.66** |
| **VARIETY MANAGER** | **$22.06** | **$22.86** | **$23.66** |
| **FRESH CUT SUPERVISOR** | **$21.06** | **$21.86** | **$22.66** |
| | | | |
| **ALL PURPOSE/NUTRITION CLERK** | | | |
| **Start** | **$16.00** | **$16.50** | **$17.00** |
| **After 520 hours** | **$16.40** | **$16.95** | **$17.50** |
| **After 1560 hours** | **$16.80** | **$17.40** | **$18.00** |
| **After 2600 hours** | **$17.20** | **$17.85** | **$18.50** |
| **After 3640 hours** | **$17.60** | **$18.25** | **$18.90** |
| **After 4680 hours** | **$18.00** | **$18.75** | **$19.50** |
| **After 5720 hours** | **$18.40** | **$19.15** | **$19.90** |
| **After 6760 hours** | **$18.80** | **$19.65** | **$20.50** |
| **After 7800 hours** | **$19.56** | **$20.36** | **$21.16** |
| **Grandfathered** | **$20.06** | **$20.86** | **$21.66** |
| | | | |
| **FRESH CUT/LIQUOR STORE CLERK** | | | |
| **Start** | **$16.00** | **$16.50** | **$17.00** |
| **After 520 hours** | **$16.40** | **$16.95** | **$17.50** |
| **After 1560 hours** | **$16.80** | **$17.40** | **$18.00** |
| **After 2600 hours** | **$17.20** | **$17.85** | **$18.50** |
| **After 3640 hours** | **$17.60** | **$18.25** | **$18.90** |
| **After 4680 hours** | **$18.00** | **$18.75** | **$19.50** |
| **After 5720 hours** | **$18.40** | **$19.15** | **$19.90** |
| **After 6760 hours** | **$18.80** | **$19.65** | **$20.50** |
| **After 7800 hours** | **$19.56** | **$20.36** | **$21.16** |

| CLASSIFICATION | Effective | Effective | Effective |
|---|---|---|---|
| | **2/20/2022** | **2/19/2023** | **2/18/2024** |
| **NON-FOOD/GM/FLORAL** | | | |
| **Start** | **$16.00** | **$16.50** | **$17.00** |
| **After 520 hours** | **$16.40** | **$16.95** | **$17.50** |
| **After 1560 hours** | **$16.80** | **$17.40** | **$18.00** |
| **After 2600 hours** | **$17.20** | **$17.85** | **$18.50** |
| **After 3640 hours** | **$17.60** | **$18.25** | **$18.90** |
| **After 4680 hours** | **$18.00** | **$18.75** | **$19.50** |
| **After 5720 hours** | **$18.40** | **$19.15** | **$19.90** |
| **After 6760 hours** | **$18.80** | **$19.65** | **$20.50** |
| **After 7800 hours** | **$19.56** | **$20.36** | **$21.16** |
| | | | |
| **COURTESY CLERK** | | | |
| **Start** | **$16.00** | **$16.50** | **$17.00** |
| **After 36 months** | **$16.55** | **$17.05** | **$17.55** |
| **After 72 months** | **$17.10** | **$17.60** | **$18.10** |
| **After 108 months** | **$17.65** | **$18.15** | **$18.65** |

## SAFEWAY INC. CLERKS LETTERS OF UNDERSTANDING:

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

1. C-5 Employees reinstated under terms of Alcohol Rehabilitation Program. Agreement reached as a result of a meeting held on March 31, 1983, between Charles Mercer and Rex Berry.

2. C-14 Procedure for Scheduling Employees with Conscientious Objections to Working on Their Day of Sabbath. Unsigned and undated agreement between Safeway and UFCW Local 7.

3. News Media and RTUI (Placement of Signs upon Shopping Carts). (All Safeway Bargaining Units in Colorado).

4. Estes Park Store SW 920 (Retail Clerks Contract). Transfers of Employees from Outside the Unit.
   Clarifies seniority rights for Head Clerks and other management employees who transfer into this store. Signed by Bruce Trull for Safeway on 12-19-94 and Michael Belo for UFCW Local 7 on 1-3-95.

5. Establishment of Variety Manager Classification. Colorado Stores only. Creates a new variety manager classification and grandfathers existing managers as Second Assistants. Signed by Bruce Trull for Safeway on 8-1-95 and Gary Hakes for UFCW Local 7 on 7-19-95.

6. Incidental Letters Pertinent to interpretation.
   b. Health Insurance Coverage. Letter to Bruce Trull, Safeway from Ernest Duran, UFCW Local 7, dated 6-25-92. Clarifies that employees who qualify for health coverage but lose it due to being reclassified as a courtesy clerk during the 6 to 12 month period will be given coverage through the Trust but contributions will not be required.

7. Vail, Frisco, and Steamboat Springs, Colorado Addendum Agreement

8. Dress Requirements letter pursuant to Article 51 of this Agreement. As written in the Strike-Lockout Settlement Offer to UFCW Local 7 dated June 24, 1996.

9. Employee Buyout dated May 19, 2005. Signed by Gary L. Pickel for Safeway Inc. and John Mathewson for UFCW Local No. 7.

10. Minimum Wage.

11. Bulk Food. Signed by Frank Jorgensen for Safeway Inc. and Kim Cordova for UFCW Local No. 7.

12. Apprenticeship Programs. Signed by Frank Jorgensen for Safeway Inc. and Kim Cordova for UFCW Local No. 7.

13. Joint Labor Management Committee. Signed by Frank Jorgensen for Safeway Inc. and Kim Cordova for UFCW Local No. 7.

**14. Schedule Posting Violations.**

**15. Beverage Stewards.**

## SAFEWAY INC. CLERKS LETTERS OF UNDERSTANDING

1. C-5 Employees reinstated under terms of Alcohol Rehabilitation Program. Agreement reached as a result of a meeting held on March 31, 1983, between Charles Mercer and Rex Berry.

As a result of a meeting held on March 31, 1983 between Charles Mercer and Rex Berry, the following terms and conditions have been agreed upon regarding future letters of agreement concerning employees re-instated under the terms of our Alcoholic Rehabilitation Program.

1. The employee must enroll in an Alcoholic Rehabilitation Program recognized by the State and/or
Federal Government.

2. The employee must sign a release which permits Safeway Stores, Inc. and Retail Clerks Union, Local 7 access to any and all information related to his/her treatment required by, or undertaken in, the Alcoholic Rehabilitation Program. Safeway Stores, Inc. has the right in its discretion, to obtain status reports from the Alcoholic Rehabilitation Program Organization.

3. Any employee terminated from Safeway Stores, Inc. for any reason, who later claims to be an alcoholic, will not be entitled to any back pay should the employee be reinstated under this policy.

4. The Alcoholic Rehabilitation Program shall not in any way interfere with the written work schedule at the employee's place of employment.

5. Any employee enrolled in an Alcoholic Rehabilitation Program is still subject to progressive discipline for any infraction of Safeway Stores, Inc. rules, regulations, or policies, and remains subject to the applicable collective bargaining agreement.

6. Safeway Stores, Inc. shall not be liable for any expense associated with an employee's enrollment in an Alcoholic Rehabilitation Program.

7. Should an employee violate any provision of the Alcoholic Rehabilitation Program, the Company and the union will review the violation to determine if there are any highly unusual circumstances which might warrant continuation in the program. If there are no such circumstances, the employee shall be terminated immediately.

8. Upon enrolling in the Alcoholic Rehabilitation Program, the employee shall be reinstated, but the employee will not necessarily be assigned his/her place of employment from which he/she was terminated. Safeway Stores, Inc. reserves the right to reinstate an employee to a place of employment which best serves the operational interest of Safeway Stores, Inc.

9. Reinstatement shall be no later than two full weeks after the agreement is signed, or two full weeks after a "dry-out period", if required by the treating physician.

10. An employee terminated under the provisions of the Absentee Program who is later

reinstated under the Alcoholic Rehabilitation Program will return to work under the provisions of the Absentee Program at the same level and status which prevailed at the time of termination.

11. Once an employee has successfully completed an Alcoholic Rehabilitation Program under this policy, the employee shall not be entitled to the benefits of this policy a second time.

**2.** C-14 Procedure for Scheduling Employees with Conscientious Objections to Working on Their Day of Sabbath. Unsigned and undated agreement between Safeway and UFCW Local 7.

PROCEDURE FOR SCHEDULING EMPLOYEES WITH CONSCIENTIOUS OBJECTIONS TO WORKING ON THEIR DAY OF SABBATH

We have had a number of requests for the procedure in the handling of employees scheduled on a day which is their day of Sabbath. Safeway has entered into an agreement with UFCW which provides certain procedures for accommodating individuals who have such conscientious objections.

Problems can result in a grievance under the contract as well as a possible violation of the laws against discrimination on the basis of religion, so please follow these procedures carefully and call Safeway Inc. Human Resources if necessary.

This procedure, of course, applies only to any employee who advised you:

1. that they have conscientious objections to working a particular day of the week.
2. the nature of their conscientious objections, and
3. the particular day of the week which they are unable to work.

If you have any questions concerning whether the employee actually has bona fide conscientious objections, be certain to contact Employee Relations and review the matter. You also should complete the form attached to these instructions, ask the employee to sign it, and route it to Safeway Inc. Human Resources Department for future reference.

The procedure for scheduling is as follows:

1. Until noon on Saturday for the following week's schedule an employee may identify and request an exchange of shifts with any employee junior to him in the same job classification in the store which will result in the employee obtaining their Sabbath as a day off. You may deny this request if the exchange would require an employee to perform duties for which they are not trained, or for some other equally substantial business reason. Otherwise you must grant the request. Seniority shall prevail, and the junior employee cannot refuse to make the trade.

2. As an option, an employee may identify and request an exchange of shifts with a senior employee <u>who is willing</u> to make such an exchange. Again, you may deny this request if the exchange would require an employee to perform duties for which they are not trained, or for some other equally substantial business reason. Otherwise you must grant the request. Seniority shall prevail and the senior employee may refuse to make the trade.

3. As a third alternative, an employee may simply decline to work on their day of Sabbath if they cannot trade shifts with anyone else. Such an employee will not be disciplined under the Absenteeism

Program except for failure to notify the Company prior to a scheduled shift that he will not work on their day of Sabbath. You will then assess points for failure to call, but not for the absence itself.

4. If an employee cannot make a change of shifts and is scheduled on their day of Sabbath for the entire bid period or for any extended period of time, it is permissible for that employee to advise you at the beginning of the bid period or other extended period of time that they will not work on such day for the entire three months. Such an employee, if full-time, will not in fact be scheduled 40 hours, but 32 hours. The Company has no obligation to provide 40 hours work under these circumstances.

Attached you will find a form for keeping a record of any such scheduling accommodation.

It is very important that we follow these procedures and complete the attached form in the event we are challenged on our application of the settlement agreement.

TO: Employee Relations FROM: Store No. ____________________
Mana ger: ____________________
DAT E: ____________________

Subject: Scheduling of Employee with Conscientious Objections to Working on His or Her Day of Sabbath

Employee Name:

Nature of Conscientious Objections: Day of Week Unable to Work:

Nature of Request for Accommodation:
(Explain fully which aspect of Scheduling Procedure Employee Has Sought to Utilize)

Store Manager Response:
(Was Request Granted, and if not, State Specifically why not)

I acknowledge that the above information is true and correct.

3. News Media and RTUI (Placement of Signs upon Shopping Carts). (All Safeway Bargaining Units in Colorado). Signed by Frank Jorgensen for Safeway and Kim C. Cordova for UFCW Local 7.

1. Representatives from News Media and RTUI (or an alternative vendor), may maintain advertising space on aisle vision billboards, shopping carts, and the shelf-talker instant coupon machine in all stores, with the understanding that such advertising placards are not to include pricing of any kind.

2. It is further understood that this work is strictly limited as described above and shall not be expanded further.

3. The Company will provide the Union with a copy of the current contract with News Media and RTUI and will, upon request, provide a copy of future contracts.

4. The term of this letter of understanding is concurrent with the present collective bargaining agreements, effective from 2019-2022. Either party may choose to terminate this letter of understanding when such agreements expire.

4. Estes Park Store SW 920 (Retail Clerks Contract). Transfers of Employees from Outside the Unit.

Clarifies seniority rights for Head Clerks and other management employees who transfer into this store. Signed by Bruce Trull for Safeway on 12-19-94 and Michael Belo for UFCW Local 7 on 1-3-95.

1. This agreement pertains to the interpretation of Article 27, Section 63, which provides as follows, in relevant part: "Seniority for employees who transfer into the store from another bargaining unit will begin on the first (1st) day they work in the Estes Park store, except the Company shall have the right to transfer a maximum of one (1) employee per bargaining unit per year into the store who shall retain their original seniority date with the Employer after they have worked for six (6) consecutive months in the Estes Park store."

2. A dispute has arisen between the Union and the Employer about whether the above provision applies to transfers of head clerks or to transfers of other management employees who are included in the bargaining unit or, even if not included in the unit when transferred, are demoted or step down into the bargaining unit after their transfer. The parties agree to resolve the dispute as set forth below.

3. In the event that the Employer transfers head clerks or other management employees into the Estes Park store, such employees will have seniority from the date they begin working in the Estes Park store until two years have passed. After two years of working continuously in the store, such employees will regain their company seniority, i.e., length of continuous employment with the Employer. This two- year waiting period shall apply to transfers of head clerks, other bargaining unit management employees, and non-bargaining unit management employees who are demoted or step down into the bargaining unit. This restriction on seniority does not apply to qualifications for the number of weeks of vacation (but does apply to scheduling of vacations) or other non-competitive benefits for which continuous employment with the Employer is the requirement.

4. Before transferring head clerks or other bargaining unit management employees into the Estes Park store, the Employer will first notify Estes Park employees of the position and will consider any Estes

   Park employees who have applied for the position. The Employer will have full discretion, however, to decide whether or not to select an Estes Park employee for the position.

5. Head clerks previously transferred in 1994 shall retain their original seniority date with the Employer after they have worked for six (6) consecutive months in the Estes Park store.

6. If the Employer transfers a head clerk or bargaining unit management employee into the Estes Park store and such employee is the only person transferred into the store

within the calendar year, this agreement does not apply. Such employee shall retain his/her original seniority date with the Employer after working for six (6) consecutive months in the Estes Park store, as provided for in the current contract.

7. The Union's agreement to this settlement is contingent upon ratification by a majority of members employed in the Estes Park store.

5. Establishment of Variety Manager Classification. Colorado Stores only. Creates a new variety manager classification and grandfathers existing managers as Second Assistants. Signed by Bruce Trull for Safeway on 8-1-95 and Gary Hakes for UFCW Local 7 on 7-19-95.

UFCW Local #7 and Safeway Inc., Denver Division, agree to the establishment of a Variety Manager classification in all Colorado Retail contracts.

1. The Company shall designate the classification in its stores under these two general criteria:
   a. The sales volume of the Variety Department will be approximately $35,000 per week on a regular basis.

   b. The Variety Department may have the equivalent of 1.5 employees or approximately fifty-six (56) hours per week.

2. It is agreed that this position will not be subject to the promotion request language of the Collective Bargaining Agreements.

3. Existing Variety Department Managers classified as Second Assistants will be grandfathered and the Company will be allowed to replace them at its discretion, with the new classification through attrition.

4. Employees assigned to this new classification will be paid the new rate as of the date they are assigned the position.

5. The rate of pay will be $12.00/hour for Denver and all areas with similar rates. Areas with different rates will be paid a rate comparable to the same percentage of the new rate to the APC rate for Denver.

6. Incidental Letters Pertinent to interpretation.
   b. Health Insurance Coverage. Letter to Bruce Trull, Safeway from Ernest Duran, UFCW Local 7, dated 6-25-92. Clarifies that employees who qualify for health coverage but lose it due to being reclassified as a courtesy clerk during the 6-to-12-month period will be given coverage through the Trust but contributions will not be required.
   c.

7. Vail, **Frisco and Steamboat Springs,** Colorado Addendum Agreement

1. Beginning in 1990, the Employer shall pay a bonus of ten percent (10%) of gross earnings to all employees employed as of Saturday following Easter Sunday.

2. The bonus shall be paid on all hours paid up to forty (40) per week for the (ski season) period from the first full week prior to Thanksgiving through the Saturday following

Easter Sunday.

3. The bonus shall be paid the pay period following Easter Sunday.

4. The Employer reserves the right to not allow any employees to take vacation during the ski season.

5. It shall be the employer's option to have the store remain open on Thanksgiving and Christmas.

6. This Agreement shall be in full force and effect throughout the term of the collective bargaining agreement between these parties.

| **ALBERTSONS/SAFEWAY** | **UFCW LOCAL 7** |
|---|---|
| **Name:** | **Name:** |
| **Date:** 09/16/2024 | **Date:** 9/13/2024 |

8. Dress Requirements letter pursuant to Article 51 of this Agreement.

Clarifications made to letter in the Strike-Lockout Settlement Offer to UFCW Local 7 dated June 24, 1996.

Effective October 1, 1996, in addition to published grooming requirements, employees shall be expected to report to work as follows: White oxford (long or short sleeved) shirt. Sweatshirts are not permitted, but black or navy cardigan style sweaters are permitted, as are cardigan vests. Undershirts with printing, logos or designs that show through are not permitted. The Company provided name badge must be worn while on duty. Black dress type pants of dress wool, cotton, knit, or black non-faded denim material in good condition and repair, which shall be provided by the employee. "Dockers" type pants are acceptable. Sweats, stirrup pants, stretch pants, painter pants spandex, etc. are prohibited. Shoes must be black or white, clean and in good condition. Open toe or open heel shoes are not permitted. Laces must be black when black shoes are worn or white when white shoes are worn. Socks or nylon hose must be worn with the shoes. Courtesy Clerks may wear shorts between May 1 through September 30 provided they are of the same material allowed above. The Company will provide one (1) necktie and two (2) aprons, which will be replaced by the Company if worn out or damaged as a consequence of normal wear and tear. Employees will be required to replace at their cost lost ties and aprons. Meat cutters and wrappers shall be provided smocks/coats in lieu of aprons or vests.

9. Employee Buyout dated May 19, 2005. Signed by Gary L. Pickel for Safeway Inc. and John Mathewson for UFCW Local No. 7.

<u>Employee Buyout</u>

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

10. Minimum Wage.

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

**Bargaining Note: In applying the provisions of this Letter of Agreement, t**he parties **understand, for example,** that an employee working at a progression step that is adjusted as a result of the operation of **this letter** would remain at the same step but work under the newly adjusted rate until they complete the remaining hours of that step and advance to the next step.

| ALBERTSONS/SAFEWAY | UFCW LOCAL 7 |
|---|---|
| Name: ____________________ | Name: ____________________ |
| Date: 09/16/2024 | Date: 9/13/2024 |

11. Bulk Food.

The Employer currently offers a variety of bulk food products in select stores. The offering includes both a prepackaged assortment as well as, in some stores, binned bulk food items.

The Employer and the Union agree that so long as the pre-packaged items are cross-docked at the Employer's warehouse facilities (i.e. not delivered directly to stores by a vendor), employees covered by the parties' labor agreement will continue to stock the pre-packaged product as they currently do. The Employer and the Union agree that in stores where binned bulk food products currently are offered, as well as any stores where such products are introduced in the future, the Employer may assign all work related to the ordering and servicing of the binned bulk food to a vendor, notwithstanding that it may be cross-docked. The current binned bulk food product assortment consists of 97 items. The Employer may make substitutions of items, but it is understood that if the Employer wishes to increase the number of items beyond 97, the parties will discuss the ordering and in-store servicing of such additional products by a vendor.

12. Apprenticeship Programs.

The parties agree to work together during the term of the new contract to establish appropriate Industry Apprenticeship programs, pursuant to applicable State and Federal training and apprentice guidelines. The Union and the company agree to meet regularly, with a first meeting to be held not later than March 31, 2019, to accomplish these goals.

**13. Joint Labor Management Committee.**

**The Employer and the Union shall establish a Joint Labor-Management Committee whose purpose shall be to investigate, study and discuss mutual solutions to problems affecting Labor Management relations in a sincere attempt to improve the parties' basic relationship. The Committee shall be made up of an equal number of Union and Employer representatives and shall develop its own guidelines as determined by the participants and as approved by the Union and the Employer. The Committee shall not have the authority to modify the terms of this Agreement.**

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

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

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

ALBERTSONS/SAFEWAY UFCW LOCAL 7

Name: ______________________ Name: ______________________

Date: 09/16/2024 Date: 9/13/2024

**14. Schedule Posting Violations.**

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

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

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

**ALBERTSONS/SAFEWAY UFCW LOCAL 7**

**Name:** ______________________ **Name:** ______________________

**Date:** 09/16/2024 **Date:** 9/13/2024

**15. Beverage Stewards.**

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

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

**apply.**

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

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

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

| **ALBERTSONS/SAFEWAY** | **UFCW LOCAL 7** |
|---|---|
| **Name:** ______________ | **Name:** ______________ |
| **Date:** 09/16/2024 | **Date:** 9/13/2024 |

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

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