

**ALBERTSON’S LLC AND UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 1564
STORE 2902 CLERKS**

ARTICLE 1 BARGAINING UNIT	1
ARTICLE 2 COUNTER-AGREEMENT	2
ARTICLE 3 UNION SECURITY AND EMPLOYMENT PROCEDURES	2
ARTICLE 4 CHECK-OFF	4
ARTICLE 5 DISCHARGE AND DISCRIMINATION	4
ARTICLE 6 CONTRACT ENFORCEMENT AND SHOP VISITATION	6
ARTICLE 7 UNION STORE CARD	7
ARTICLE 8 RIGHTS OF MANAGEMENT	7
ARTICLE 9 WORKING HOURS AND OVERTIME	8
ARTICLE 10 VACATIONS	11
ARTICLE II WAGES	13
ARTICLE 12 REGISTER SHORTAGES	14
ARTICLE 13 NO REDUCTION	14
ARTICLE 14 UNIFORMS	15
ARTICLE 15 SENIORITY	15
ARTICLE 16 HOLIDAYS	17
ARTICLE 17 GRIEVANCE AND ARBITRATION	19
ARTICLE 18 NO STRIKE – NO LOCKOUT	21
ARTICLE 19 HEALTH AND WELFARE/DENTAL CARE BENEFITS	21
ARTICLE 20 LEAVES OF ABSENCE	22
ARTICLE 21 SAVING CLAUSE	25
ARTICLE 22 JURY DUTY	25
ARTICLE 23 WAIVER	25
ARTICLE 24 PENSION	26
ARTICLE 25 BARGAINING UNIT WORK	28
ARTICLE 26 STORE CLOSING	28
ARTICLE 27 TECHNOLOGICAL CHANGE	28
ARTICLE 28 TERM OF AGREEMENT	29
APPENDIX ‘B’	36
EXHIBIT 2 CURRENT PRACTICE FOR SELECTION OF ARBITRATORS	40
LETTER OF UNDERSTANDING	41
POLITICAL CHECK OFF	41
LETTER OF UNDERSTANDING	42
LETTER OF UNDERSTANDING	43

AGREEMENT

Between

ALBERTSON'S LLC
(Gallup, New Mexico)
Store #2902 (Clerk)

and

UNITED FOOD AND COMMERCIAL WORKER'S LOCAL NO.1564

Chartered By:

United Food and Commercial Workers International Union, **AFL-CIO**

June 10, 2018 through and including June 11, 2022

THIS AGREEMENT is entered into and is effective on this **June 10, 2018**, between Albertson's LLC, referred to hereinafter as the "EMPLOYER" and the United Food and Commercial Workers International Union, AFL-CIO referred to hereinafter as the "UNION".

It is the intent and purpose of the Employer and the Union to promote and improve labor-management relations between them, create mutual respect between management and employees covered by this Agreement, and to set forth herein the basic terms of agreement covering wages, hours and conditions of employment to be observed in the retail establishment.

In consideration of mutual promises and agreements between the parties hereto, and in consideration of their mutual desires in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

Article 1 BARGAINING UNIT

1.1 -The Employer recognizes the Union as the exclusive Collective Bargaining Representative for all checking, stocking, receiving, produce, bakery sales, courtesy clerks, dish manager and clerks, personal shopper, wine/beverage steward, and market street food service operations manager and assistant manager, kitchen manager, food service cooks, clerks and dishwashers employed by Albertson's, LLC. in its supermarket located at 1702 E.66th Avenue, Zecca Plaza, Gallup, New Mexico; excluding meat department employees, bakery production employees, janitors, office clerical employees, a scan coordinator, confidential employees, guards, watchmen, professional employees, store director, two (2) assistant store directors, general merchandise manager, and other supervisors as defined in the Act, and all other employees.

1.2 -Demonstrators and Courtesy Booth Clerks shall be excluded from the bargaining unit provided they do not perform bargaining unit work.

1.3 -The Scan Coordinator may test scan, and prepare and attach shelf tags; however, other than the above, the scan coordinator will not perform duties historically performed by classifications

Ratification Date: 11/13/2018
Term 6/10/18 to 06/11/22

covered under the Collective Bargaining Agreement, unless they are reasonably related to the scan coordinator's job.

1.4 - The Employer shall be allowed to designate a Front End Manager and Assistant Front End Managers to manage the front end operations of the store. The number of Front End Managers and Assistant Front End Managers in each store shall be as management determines, provided however, that one Front End Manager and two Assistant Front End Managers per store on a weekly schedule may be designated as exempt from the claiming of hours provision of this contract located at Article 15. Front End Managers and Assistant Front End Managers will be clearly designated on the work schedule.

Article 2 COUNTER-AGREEMENT

The Employer agrees not to enter into a counter-agreement or contract with its employees subject to the jurisdiction of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Article 3 UNION SECURITY AND EMPLOYMENT PROCEDURES

3.1 - Union Security.

(a) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall pay the regular monthly dues and initiation fees of the Union, 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 begin paying the regular monthly dues and initiation fees of 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 begin paying the regular monthly dues and initiation fees of the Union.

(b) Employees may satisfy their obligation under this Section to become or remain a member of the Union by tendering to the Union that portion of periodic dues and initiation fees universally required as a condition of acquiring or retaining full membership in the Union which is expended on activities which are necessary to performing the Union's duties as an exclusive bargaining representative.

3.2 - Seven-Day Notice. Upon the failure of any employee to tender his initiation fee or dues to the Union within the period, and under the conditions specified in Section 3.1 above, the Union shall notify the Employer and the employee in writing of such notice, and not more than seven (7) days thereafter, the Employer shall discharge such employee, unless the Union has notified the Employer that the employee has satisfied the requirements for-good standing.

3.3 - For the purpose of Section 3.1 above, the execution date of this Agreement shall be considered as its effective date.

3.4 - Probationary Period. The first ninety (90) days of any new employee's tenure shall be considered as probationary.

(a) All terms of this Agreement shall apply during said probationary period; provided, however, that such employees may be terminated during such period for any reason.

(b) Probationary employees shall have no seniority rights, but upon successful completion of said probationary period, seniority rights shall date back to the initial date of employment.

If such employee shall be continued in the employ of the Employer after the expiration of the probationary period, the length of service for that employee shall be computed from the date of last hire.

3.5 - New Hire Notice. The Employer agrees to notify the Union in writing within one (1) week, from the date of the employment of any employees, subject to this Agreement, of the name of such employee, address, social security number, date of birth, classification, store employed, and date of employment. The Union shall furnish forms for the above section, upon request from the Employer. The parties agree that should the Employer fail to meet its obligation in this respect, the Union will not seek reimbursement of lost dues and fees.

3.6 - Union Representative. An employee may request a representative of the Union to be present during interrogation by management, which the employee reasonably believes may result in discharge or suspension. The Union agrees to make a representative available within a reasonable time during the same day such request is made.

3.7 - Work Experience. Previous, provable, comparable work experience within the past **ten (10)** years from the date of present employment shall be the basis for determination of an employee's rate of pay. Prospective employees may waive the crediting of all or any part of their previous experience provided that this waiver is reduced to writing prior to employment.

(a) For credit to be given, the employee must indicate the experience at the time of employment on the application for employment furnished by the Employer, and, if requested to do so, shall provide written verification satisfactory to the Employer. Experience shall be credited retroactively for a maximum of sixty (60) days from the date of acceptance of verification.

(b) Comparable work experience shall be work of similar duties in the retail market with a company of comparable or larger size and has been within the last five (5) years. Work in convenience stores shall not be considered. Self-employment will not be credited.

(c) Employees will receive credit for previous experience in full increments set forth in Appendix 'A' Wages and partial months or hours of experience shall not be credited.

(d) Claims for a rate adjustment based on previous experience, in order to be eligible for retroactive payment, must be filed within one hundred twenty (120) calendar days after

employment. Claims filed after one hundred (120) days after employment shall be forfeited and waived and failure to provide information on the application blank will also waive any right of the employee to any future claim of experience credit for the experience so omitted.

3.8 – The Union agrees to indemnify and hold the Employer harmless from and against any and all demands, claims, damages, losses, liability or expenses, including and without limiting to the generality of the foregoing, attorney’s fees, arising from or growing out of the application of Article 3 by the Employer, provided the Employer gives written notice to the Union within ten (10) days of receiving such demand, claim, allegation of damages, losses, liability or expenses and the Employer retains the right to approve the defense of any such matter and does not oppose the intervention of the Union in any proceeding pertaining to said Claim. Disputes arising from any misunderstanding as a result of this Article shall not be subject to any grievance and arbitration procedure except for issues pertaining to the deduction and transmission of employee’s money that has been duly authorized by the employee pursuant to this Article.

Article 4 CHECK-OFF

4.1 - The Employer agrees that upon receipt of a "check-off authorization card" from the employees of the Employer who are members of the Union, the Employer shall deduct from the wages of such employees regular monthly Union dues and initiation fees and dues in arrears in the amount certified by the Union as applicable to members in good standing.

4.2 - All regular monthly dues and initiation fees deducted by the Employer shall be withheld each week and shall be remitted to the Union, if possible, no later than the twenty-fifth (25th) day of the calendar month in which such deductions are made.

4.3 - The "check-off authorization card" shall comply with both state and federal laws.

4.4 - The Union agrees to indemnify and hold the Employer harmless from and against any and all demands, claims, damages, losses, liability or expenses, including and without limiting to the generality of the foregoing, attorney’s fees, arising from or growing out of the application of Article 4 by the Employer, provided the Employer gives written notice to Union within ten (10) days of receiving such demand, claim, allegation of damages, losses, liability or expenses and the Employer retains the right to approve the defense of such matter and does not oppose the intervention of the Union in any proceeding pertaining to said Claim. Disputes arising from this Article shall not be subject to any grievance and arbitration procedure except for issues pertaining to the deduction and transmission of employee’s money that has been duly authorized by the employee pursuant to this Article.

Article 5 DISCHARGE AND DISCRIMINATION

5.1 - The Employer shall not discriminate against an employee for upholding Union principles, serving on a committee of the Union, or any organization affiliated therewith, and failing or refusing to purchase stocks, bonds, securities, or interest in any partnership, corporation, and/or

company, nor shall the upholding of such Union principles by said employee be a violation of the Contract.

The Employer shall not discriminate against an employee for filing a grievance, enforcing the contract or for other legally protected activity.

5.2 - Discharge. The Employer shall have the right to discharge any employee for just cause. Any employee who is discharged shall be informed at the time of discharge, of the immediate cause of discharge.

Upon request to a designated Employer representative, any employee who is discharged shall be informed, in writing, of the cause of discharge within forty-eight (48) hours of receipt of such request.

Any employee that violates state law after review of Company policy regarding the sale of alcoholic beverages to a person not of legal age as identified by state law will be discharged. Any employee that violates state law after review of Company policy regarding the sale of tobacco products to a person not of legal age as identified by state law will be suspended for twenty-one (21) days for the first offense, and if a second occurs within twelve (12) months, the employee may be discharged.

5.3 - Warning Letters. In those instances where an employee's conduct, although not warranting immediate suspension, demotion or discharge, is deemed to be unsatisfactory and if continued will result in suspension, demotion, or discharge, an employee must be given a written warning notice prior to the imposition of suspension, demotion or discharge for the offense. Disciplinary actions taken by the Employer for violations of Employer policies will be issued to the employee within 21 days of the date the Employer discovered, or with the exercise of reasonable diligence should have discovered, all of the facts that establish the violation. Where the employee is not working on the 21st day following such discovery, the disciplinary action may be issued on the employee's next working shift.

- (a) The warning notice will be personally delivered to the employee and the contents thereof explained at that time. A copy of such warning will be provided to the Union within a reasonable time after the request.
- (b) The notice shall specify the conduct objected to and the time limits, if any, for the employee to improve or correct the alleged deficiency or misconduct.
- (c) The employee so notified may be requested to initial a receipt of the notice which will in no way be construed to be an admission of any misconduct or agreement with the contents of such notice.
- (d) This Section shall not be construed to require an Employer to issue a written warning notice in cases where discharge or suspension is imposed for just cause on the offense.

(e) No warning notice shall be valid unless given within a reasonable period of time after the event giving rise to such notice.

f) Warnings, both written and oral, shall be effective for a period of one (1) year unless another warning notice of a related or similar offense occurs within that year.

(g) If the employee does not agree with the notice, he shall have an opportunity to write an explanation and return it to the Employer with a copy to the Union within seventy-two (72) hours, except for holiday weeks, where it shall be ninety-six (96) hours, of the date that the notice is given to the employee.

5.4 - Termination Payment. An employee who quits or is terminated for any reason shall be paid promptly all monies due.

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

5.6 - If an employee feels that he has been unjustly discharged, he shall have the right to appeal **pursuant** to the Arbitration and Grievance procedure as provided for in **Article 17** of this Agreement.

5.7- DELETED

5.8 - When the gender term "he" or "she" is used within this Agreement, it is for explanatory purposes only, and does not refer to the actual sex of any person.

Article 6 CONTRACT ENFORCEMENT AND SHOP VISITATION

6.1 - Contract Enforcement Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

6.2 - Polygraph. An employee shall not be required to take a polygraph examination as a condition of continued employment.

6.3 - Shop Visitation. Business Agent's Visit - After notifying the Manager or person in charge of the store, no more than two authorized representatives of the Union shall be permitted to visit the store regarding Union matters during working hours; such visits shall not unreasonably interfere with the conduct of the Employer's business. Time taken for such an interview in excess of ten (10) minutes for each employee shall not be on company time.

6.4 - Working Rules. When an Employer establishes working rules, a copy of such rules shall be made available to all employees and the Union and it shall be the responsibility of each employee to familiarize himself with those rules. Said working rules shall not be in conflict with

the terms of this Agreement. Such rules shall be applied consistently to all members of the bargaining unit provided, however, that the Company may give reasonable consideration to individual facts and circumstances.

6.5 - Union Notices. The Employer shall provide space for the posting of Union notices, and other forms called for or required by this Agreement.

6.6 – Employer Records. An authorized Union Representative shall have the privilege of examining the Employer's payroll involving employees covered by this Agreement, upon request.

6.7 – The Union shall have the right to appoint two (2) stewards. Upon such appointment(s), the Union shall notify the Store Director and the Labor Relations Department of the name(s) of the steward(s).

Article 7 UNION STORE CARD

7.1 - The Union agrees to issue a Union Store card and/or window decals to the Employer under the rules governing Union Store Cards set forth in the Constitution of the United Food and Commercial Workers International Union. Such Union Store Card and decals are, and shall remain, the property of said International Union, and the Employer agrees to surrender said Union Store Card to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card and/or decals are issued.

7.2 - The Employer may display such Union Store Cards and/or decals in conspicuous areas accessible to the public, in each establishment covered by this Agreement.

7.3 - **Union Buttons.** The Union member will have the right to wear their Union Buttons according to current National Labor Relations Board rules.

Article 8 RIGHTS OF MANAGEMENT

8.1 -The management of the Company and the directions of the working force, including the right to plan, direct, and control retail operations, to hire, layoff, or relieve employees from duties, to maintain the discipline and efficiency of the employees, and to require employees to observe company rules and regulations, demote or discharge employees for cause, are to be the sole right of, and function of the Employer.

8.2 -The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retaining all rights not otherwise specifically covered in this Agreement.

8.3 -The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

8.4 - The Employer may require an employee to submit to a drug and alcohol test in the event of an on-the-job injury **or based upon reasonable suspicion of impairment.**

Article 9 WORKING HOURS AND OVERTIME

9.1 – A full-time employees is defined as an employee who has been paid forty (40) hours or more for six (6) consecutive weeks, regardless of the store location while the employee is assigned to this bargaining unit. Hours paid shall include pay for vacation, holiday, jury duty and funeral leave. Employees who meet the definition herein on the date this Agreement is ratified shall be considered full-time.

9.2 - A full-time employee will remain full-time until he or she separates from the Company or has been paid less than forty (40) hours in six (6) consecutive weeks, regardless of the store location while the employee is assigned to this bargaining unit. Hours paid shall include pay for vacation, holiday, jury duty and funeral leave.

9.3 - Workweek. The workweek shall be Sunday through Saturday. For full-time employees, eight (8) hours shall constitute a day's work and forty (40) hours, consisting of any five (5), eight (8) hour days out of seven (7), shall constitute a regular week's work.

9.4 – Overtime. All work performed in excess of eight (8) hours in anyone day, or in excess of forty (40) hours in anyone workweek, shall be deemed overtime and paid for at the overtime rate of time and one- half (1½) the employee's regular rate of pay, except that hours worked on Sunday be included as hours worked for the purpose of computing hours over forty (40) for the payment of such specific overtime. There shall be no pyramiding of overtime and/or premium pay. Overtime or premium pay shall be defined as any pay in excess of the basic straight-time hourly rate. Hours paid for but not worked shall not be counted in computing weekly overtime.

If agreeable between the employee, the Employer and the Union, an employee may be scheduled four (4), ten (10) hour shifts, not necessarily consecutive, and when scheduled would receive time and one-half (1½) for all hours worked in excess of ten (10) work hours per shift or forty (40) work hours per week.

Employees will not be required to take time off in lieu of overtime hours worked.

9.5 - Full-time employees who are called to work and report for work on their day of rest shall receive a minimum of four (4) hours work or four (4) hours pay at the applicable hourly rate if they are available and can work the minimum of four (4) hours.

9.6 - Part-time employees who are scheduled to report for work and work shall receive a minimum of four (4) hours work or four (4) hours pay at their straight-time hourly rate of pay if they are available and work the minimum of four (4) hours.

Part-time employees who are scheduled more than five (5) days in the workweek may, within twenty- four (24) hours of the posting of such schedule, indicate to his Manager in writing a request not to work in excess of five (5) days a week. Such request will be honored and may not

again be revoked by the employee for three (3) months from the date of the submission of the written request.

9.7 - Workday. The regular day's work for all employees shall be worked within nine (9) consecutive hours. When an employee is scheduled actual work hours of seven (7) hours or more, one (1) uninterrupted hour shall be granted each employee for lunch, without pay, without any restrictions being applicable to the employee's personal liberty during such period of time. The lunch period shall be scheduled at approximately the middle of the working shift. Any employee who does not wish to be scheduled for an hour lunch for any day(s) of a particular week must make such a request to waive the lunch or take a thirty (30) minute lunch period, which shall be honored by the Company. Such requests must be submitted in writing at the time special requests are due and are valid and on-going until changed in writing by the employee.

9.8 - Ready for Work. All employees shall report for and be ready for work at their scheduled starting time. The term "ready for work" shall include appropriate or required dress.

9.9 - Rest Periods. Employees shall be granted rest periods based on the number of hours worked during a weekday.

0 to less than 3 hours	one 10 minute rest period
3 to less than 7 hours	one 15 minute rest period
7 to less than 8 hours	one 15 minute and one 10 minute rest periods
8 to less than 10 hours	two 15 minute rest periods
10 hours or more	three 15 minute rest periods

Breaks cannot be combined or taken at the end of a shift. If an employee is released by the Company earlier than scheduled, the employee will not be penalized or disciplined for having taken break(s) based upon the above schedule and/or their scheduled hours prior to being notified of his or her release.

9.10 - Split Shift. A broken or split shift shall be defined as any period of time where not less than nine (9) hours have elapsed from the termination of an employee's previous shift. There shall be no split shifts except in cases where the employee is a school student and the student, the Union, and the Employer agree thereto.

9.11 - Sunday Work. Employees who want to work on Sunday shall so indicate by signing a roster in their store once each quarter.

(a) The Employer shall schedule work on Sunday from that list in order of department and classification seniority in the departments and classifications where help is needed and further subject to their ability to perform the work.

(b) Employees who fail to work a Sunday which they are scheduled without good cause shall have their name removed from the current quarterly roster and will forfeit any right to sign the next quarterly roster.

(c) If there are not sufficient employees of proper department and classification seniority who have the ability to perform the work who have signed the quarterly Sunday roster, then the Employer shall assign such work by reverse seniority so long as they have the ability to perform the work.

(d) The quarterly roster shall be posted in each store for three (3) workweeks prior to the start of the quarter in which it is to apply. Quarter is defined as three (3) calendar months effective 1-1- 77.

9.12 - Call-In Work. If it becomes necessary to call in employees for work, the Employer shall first offer such work to those employees qualified to perform the particular job, who have signed a quarterly "call- in" list in order of their seniority.

(a) The quarterly call-in list will be conspicuously posted in each store one (1) week prior to the beginning of each quarter.

(b) Call-ins shall be for a minimum of four (4) hours work or four (4) hours pay, in lieu thereof, provided the employee is available and can work the minimum of four (4) hours.

Provided that at all times the employer retains the right to staff the store and assign the hours in accordance with business needs.

9.13 - Work Schedule. It is agreed that the Employer shall post a work schedule, in ink, in a conspicuous place by twelve (12:00) noon on **Thursday** of each workweek for the following week for all employees.

(a) All employees listed on the schedule will be provided the work or pay for the hours posted; provided they report to work as scheduled.

(b) Each schedule shall show the first and last name of each employee, starting time, meal period, quitting time, and days off.

(c) It is understood that circumstances may require the management to change or alter schedules during the workweek in case of emergency (emergency shall be defined as fire, strike, flood, illness, funeral leave, or Act of God). In case of emergency as defined, the Employer shall notify affected employees of schedule change immediately. In such cases the changes shall be made to assure a full-time employee of his or her forty (40) hours' pay, provided he or she works the altered schedule. Part-time employees will be assured a minimum of four (4) hours each day of an altered schedule, provided he or she works the altered schedule, and Courtesy Clerks will be assured a minimum of two (2) hours' pay each day of an altered schedule, provided he or she works the altered schedule. Schedules for part- time employees and Courtesy Clerks shall not be altered to deliberately reduce the original posted hours of work.

(d) The parties agree the schedule will not be used for arbitrary or capricious retaliatory scheduling of employees.

9.14 - Specific Days Off. Any employee who needs a specific day or days off for personal business will make the scheduler aware of those needs in writing no later than noon on Tuesday prior to the posting of the next week's schedule. Reasonable effort will be made to grant such requests with no loss of hours.

9.15 - Off-the-Clock. 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 by the Union to be engaging in such unauthorized practice shall be subject to discipline which may include termination.

9.16 - Employees who are absent because of illness beyond three days shall be required to show a doctor's certificate verifying illness if requested to do so by management. The Employer shall have the right to require proof of an employee who has a history of calling in sick or where a reasonable doubt exists.

Article 10 VACATIONS

10.1 - All regular full-time and regular part-time employees hired before January 1, 2006 coming under the jurisdiction of this Agreement who have been employed for a period of:

(a) Twelve (12) consecutive calendar months, shall have earned a vacation period of one (1) uninterrupted calendar week.

(b) Thirty-six (36) consecutive calendar months, they shall have earned a vacation period of two (2) uninterrupted calendar weeks.

(c) Seven (7) years of continuous service, they shall have earned a vacation period of three (3) uninterrupted calendar weeks.

(d) Fifteen (15) years of continuous service, they shall have earned a vacation period of four (4) uninterrupted calendar weeks.

(e) Twenty (20) years of continuous service, they shall have earned a vacation period of five (5) uninterrupted calendar weeks.

Employees hired on or after June 4, 2006 shall receive one (1) week paid vacation after one (1) year of continuous service, two (2) weeks paid vacation after three (3) years of continuous service, and three (3) weeks paid vacation after seven (7) years of continuous service **and four (4) weeks of vacation after fifteen (15) years of continuous service.**

Vacation time off in excess of two (2) consecutive weeks must be mutually agreed by the Store Manager and the employee.

10.2 - Computing Vacation Pay. Upon completion of one (1) full year of employment, all regular full-time and part-time employees eligible for vacation shall have their weekly vacation

pay based on their average hours paid per week, during the fifty-two (52) weeks preceding their last anniversary date, excluded from the “52 week period” calculation is any week that had no paid hours or when the employee was off work due to workers compensation, and not to exceed forty (40) hours per week. Hours paid shall include hours worked and hours paid for holiday day, jury duty, vacation and funeral leave.

10.3 -The Employer retains the right to determine the number and classification of employees who may be on vacation at any given time. Subject to such considerations, employees may request their vacation in writing to the Employer no less than six (6) weeks in advance (from the beginning date of such vacation). The selection of vacations shall be by seniority on a classification, department, and store basis. However, the vacation period shall be designated by the Employer and each regular employee shall be personally notified not less than four (4) weeks prior to the beginning date of such vacation. Posting on a department’s schedule board or vacation ledger not less than four (4) weeks prior to the beginning date of such vacation shall satisfy this personal notice requirement. If a conflict arises between employees as to vacation preference, and the employees in question have complied with the above notice provision, seniority shall govern within the classification, department, and store. If a conflict arises between employees as to vacation preference, and one or more employees have not complied with the above notice provision, vacation shall be awarded on a first, come, first serve basis as to those employees. Employer shall not block out days unavailable for vacation selection except for the following holidays and the days before: Christmas Day, Thanksgiving Day, Memorial Day, Labor Day, Independence Day and New Year’s Day.

10.4 – Any employee whose employment by the Employer is terminated for any reason other than dishonesty related to Company business at the time he or she is entitled to a vacation for the current year or to pay in lieu thereof, but who has not yet taken his or her vacation, shall, upon separation, receive the vacation pay to which he or she is entitled.

10.5 - Pro-Rata Vacation Pay. All regular full-time employees and regular part-time employees hired before January 1, 2006 who have completed one (1) year of continuous service but less than three (3) years of continuous service, shall be entitled to a pro-rata of one (1) week of vacation pay. All employees who have completed three (3) years of continuous service, but less than seven (7) years of continuous service, shall be entitled to a pro-rata of two (2) weeks vacation pay. All employees who have completed seven (7) years or more of continuous service but less than fifteen (15) years of continuous service shall be entitled to a pro-rata of three (3) weeks vacation pay. After fifteen (15) years of continuous service but less than twenty (20) years of continuous service, employees shall be entitled to a pro-rata of four (4) weeks vacation pay. Employees who have completed twenty (20) years or more of continuous service shall be entitled to a pro-rata of five (5) weeks of vacation pay.

All regular full-time employees and regular part-time employees hired on or after January 1, 2006 who have completed one (1) year of continuous service but less than four (4) years of continuous service, shall be entitled to a pro-rata of one (1) week of vacation pay. All employees who have completed four (4) years of continuous service, but less than eight (8) years of continuous service, shall be entitled to a pro-rata of two (2) weeks of vacation pay. All

employees who have completed eight (8) years or more of continuous service shall be entitled to a pro-rata of three (3) weeks of vacation pay.

(a) To be eligible for pro-rata vacation pay, the above-described employees must give one (1) week notice of intent to terminate their employment or, in the case of discharge, pro-rata vacation will only be paid in cases where discharge was due to failure to perform work as required.

(b) Pro-rata vacation pay shall be based upon full months of employment, and neither the partial anniversary month of employment nor the partial month in which the termination occurs will be used in determining the fraction of vacation pay due the employee.

(c) Employees who must enter military service shall receive a pro-rata of their vacation; pay at the time they leave for active duty; and upon their reinstatement shall be eligible for a pro-rata vacation for the year which they are reinstated, based upon their original anniversary date of employment.

10.6 -If any of the holidays enumerated in Section 16 hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it.

Article II WAGES

11.1 - Appendix " A " which sets forth the job classifications, minimum rates of pay, effective dates, and other provisions is incorporated herein as if set forth in full.

11.2 - The schedule of minimum salaries found in Appendix "A" of this Agreement shall be maintained and paid by the Employer during the life of this Agreement.

11.3 - Wage statements shall be furnished each payday. Upon termination of employment, the employee shall be furnished a statement for final payment. All employees shall receive their pay weekly.

11.4 - Time spent by an employee traveling during his work day between two (2) stores of the Company at the request of the Company shall be counted as time worked. Any employee who is authorized and agrees to use his or her personal vehicle shall receive reimbursement pursuant to the Company's Travel and Mileage Reimbursement Policy.

11.5 - Courtesy Clerks. A Courtesy Clerk is an employee limited to the performance of the following duties:

1. Bag and carry out bags, and/or boxes containing the customer's purchases after they have been bagged and/or boxed to the customer's vehicle.
2. General cleanup duties.
3. Collect and line up pushcarts and return them to the store from the parking lot.

4. Keep the sidewalk and parking area orderly and free from refuse.
5. Crating empty bottles.
6. Sweeping.
7. Assist the customer in handling his or her purchases.
8. Mopping and waxing.
9. Check call prices.
10. Return merchandise to shelves.
11. Water and cover produce at closing time.
12. Facing/conditioning shelves and cases.
13. Removing merchandize from a shelf which is abandoned or damaged.
14. Hanging signs.

11.6 - Store Meetings. Time spent in required store meetings called by the Employer shall be considered time worked and shall be paid for in accordance with the provisions of this Agreement. Store Meetings, when announced twenty-four (24) hours in advance shall not constitute a split shift violation or a call-in.

Article 12 REGISTER SHORTAGES

12.1 - No employee shall be held responsible for register shortages, unless adequate procedures have been established by the Employer, through which the employee is allowed to check monies in and out of his assigned register at the beginning and end of each period of work with said register; and provided further, that the employee shall have sole access to his assigned register in the interim.

No employee will be suspended or terminated for cash shortage in a drawer unless he or she had sole responsibility for the drawer unless the employee is in violation of a cash handling or discount policy.

12.2 – No employee shall be required to make financial restitution for bad checks, except for a check presented by that employee and returned to the store for insufficient funds or due to a closed account. Such a conduct shall in disciplinary action against the employee up to and including discharge. Employees, however, shall be subject to disciplinary action, up to and including discharge for accepting checks in violation of posted Company rules or policies.

Article 13 NO REDUCTION

13.1 - No employee who, prior to the execution of this Agreement, was receiving more favorable vacation or pay in excess of that provided herein for the class of work performed shall have his pay reduced or vacations altered as a result of the operation of this Agreement. Wages paid in

excess of the minimum established in the Agreement are to be paid to the individual and not to the job.

13.2 - Except as otherwise provided in this Section, the terms of this Contract are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

Article 14 UNIFORMS

The Employer shall furnish all gowns, aprons, and uniforms and pay for the laundering and upkeep of same except when the Employer furnishes sized "drip-dry" uniforms to female employees, and except where employees are allowed to wear their own clothes, the employee will assume the responsibility for laundering and normal care of such sized uniforms. The Union members shall have the right to wear their Union buttons.

Article 15 SENIORITY

15.1 - Definition. Seniority shall be defined as the length of continuous employment with the Employer within Albertson's Southwest Division, but such seniority shall be exercised within the bargaining unit, and no employee shall suffer loss of seniority by reason of approved leave as defined in this Agreement. In the event of employees have the same seniority date, the Employer will decide who is more senior.

15.2 - Principle of Seniority. The Employer agrees that the Principle of Seniority shall prevail in the lay-off of employees, recall of employees and reduction of hours of full-time employees in the bargaining unit, provided the factors of skill and ability to perform the required tasks are relatively equal.

15.3 - Application. (a) In the application of seniority for lay-off of employees, and reduction of hours of full-time employees, the last employee hired shall be the first employee laid off or reduced in hours by classification and department as the case may be.

(b) The last employee laid off shall be the first employee recalled to the department and classification. Any full-time employee reduced to part-time hours shall be offered the first available full-time job in the same classification and department for which the employee has current skill and ability of performing that opens.

(c) Lay-offs- It is agreed that lay-offs shall occur only at the end of an employee's weekly schedule.

(d) Recall - Notice of recall after lay-off shall be sent by registered mail to the employee's last known address with a copy to the Union. If persons so recalled do not report within one (1) week after receipt of the above notice, they shall lose their seniority and right to further recall. Laid-off employees agree to advise the Store Manager of change of address or an out-of-town trip.

15.4 – As of the effective date of the 2014-2018 agreement, employees transferring into any bargaining unit shall not use their accrued seniority for six (6) months for purposes of scheduling preference only. This provision does not apply to bargaining unit employees transferring to a new unit within the same county.

15.5 - Loss of Seniority. Employees shall lose seniority for the following reasons:

- (a) Termination for just cause.
- (b) Resignation or quit.
- (c) Lay-off beyond one-hundred eighty (180) consecutive days.
- (d) Failure to return to work upon completion of a leave of absence as defined in Section 20, or any other leave granted and conditioned by the Employer.
- (e) Fails to report to work within one (1) week following a call back to work after a lay- off.

15.6 - Transfers will not be made for arbitrary, capricious or unlawfully discriminatory reasons. If an employee wishes to transfer from one store to another, the employee shall make a request to the District Office in writing, stating the reason why; and when a vacancy of the appropriate classification, job skills and full-time or part-time status occurs in that store, the Company will make a reasonable effort to accommodate the employee. Within fifteen (15) days of any denial, the employee may request that the Employer state the reason in writing.

15.7 - Available Hours. All part-time Clerk and Courtesy Clerk work available shall be offered to the part-time clerks and Courtesy Clerks in their respective classifications and store, in accordance with their seniority, subject to their ability to perform the work relatively equal.

A part-time Clerk and Courtesy Clerk can exercise their seniority to claim work hours for which they are available up to and including eight (8) hours a day and forty (40) straight-time hours per week. Claims shall be made to the Store Director or his designee. If the claim is legitimate, the schedule may be changed to reflect the claim. When an employee claims the hours of another employee, the hours of the claiming employee shall be assumed by the employee whose hours are claimed, if any.

- (a) A claim may only be made for the total hours of another shift. No fraction of such other shift shall be carved out to add to the shift of the claiming employee.
- (b) A claim may be made of another shift with the result being that the employee who has had his shift claimed ends up with no hours for the day in question.
- (c) Such employee shall make their claim no later than 12:00 noon of the calendar day following the posting of the work schedule.
- (d) An employee may not claim a daily shift for which a premium is paid, or as a result of the claim, a premium or over-time would be required by other provisions of this

Agreement, (except for night premium), and may not make a claim for forty (40) hours in six (6) days, except however, an entire weekly schedule may be claimed which included premium pay if such schedule contains more hours than were originally scheduled and the claim does not result in overtime pay.

15.8 - Extra Work. Part-time employees shall be given preference for unscheduled straight-time work based upon seniority.

Part-time employees, in accordance with their seniority, shall be offered regularly recurring unscheduled straight-time work available up to forty (40) hours per week, provided they can perform the work.

15.9 - Full-time Work. Part-time employees who desire assignment to full-time work shall notify the Employer and the Union in writing. Part-time employee's desire for full-time work shall be renewed every six (6) months. When a full-time vacancy occurs, the Employer shall, by classification and seniority, give full consideration to the part-time employees who have indicated their desire to assignment to full-time work in accordance with this Section.

15.10 - Selection of Vacation. The selection of vacations shall be by seniority.

15.11 - Seniority Lists. The Employer agrees to furnish the Union a seniority list of its employees each six (6) months upon written request from the Union.

15.12 - Nothing in Article 15, Seniority, shall be construed to require pay for time not worked, except this provision shall not apply to lay-offs.

Article 16 HOLIDAYS

16.1 - Paid Holidays. The Employer agrees that the following days shall be observed as holidays for all employees hired before January 1, 2006 and employees shall be paid therefore as if the holiday was a regular workday.

New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Two (2) Floating Personal Holidays

The following dates shall be observed as holidays for all employees hired on after January 1, 2006 and employees shall be paid therefore as if the holiday was a regular work day.

New Year's Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Floating Personal Holidays (3)

Floating Personal Holidays. An employee shall become eligible for two (2) floating personal holidays after one (1) year of employment with the Employer. The Employer shall be given

written notice by the employee at least two (2) weeks prior to the proposed holiday(s). The Employer will make reasonable efforts to accommodate employee requests based on date and time of application.

Bargaining Note: The intent is for employees not to lose their floating personal holidays or reduce their personal holidays.

(2) When any of the above enumerated holidays, other than Easter Sunday, falls on Sunday, the following Monday shall be considered the holiday and observed as such by all employees; providing the Employer's store is open for business on that Sunday.

16.2 - Employees shall receive holiday pay based on the average number of hours paid during the two (2) full weeks prior to the holiday week according to the following schedule. "Full weeks" will not include any week that has no paid hours or when an employee was off work due to workers compensation. Hours paid shall include all hours worked and paid for holiday, jury duty, vacation and funeral leave.

AVERAGE HOURS	HOLIDAY PAY
6 but less than 12	2 hours
12 but less than 24	4 hours
24 but less than 32	6 hours
32 or more	8 hours

16.3 - Requirements. No employee shall receive pay for any holidays not worked, unless such employee has reported for work on his or her regular working day next proceeding and next following said holiday and the day of the holiday, if scheduled. Employees shall be deemed to have reported for work if absence on said day before and the said day after said holiday is due to express permission from or action of the Employer, and also in case of certified illness; provided the employee has worked during the holiday week. Employees shall receive either sick pay or holiday pay, but will not receive pay for both.

16.4 - Sunday and Holiday Call-In. (1) Regular full-time employees called into work and who work on Sunday and/or holidays will be given eight (8) hours work unless otherwise mutually agreeable between the employee and the Store Director.

(2) Employees hired before January 1, 2006 required to work on holidays will be paid for the hours worked at double their straight-time hourly rate of pay in addition to the holiday pay as provided above. Employees hired on or after January 1, 2006 required to work on holidays will be paid a premium rate of one dollar (\$1) an hour.

16.5 - (1) Full-time employees may be scheduled four (4) days including the holiday on a holiday week.

(2) All hours worked over thirty-two (32) hours in a holiday week will be paid at time and one-half (1½) the employee's straight-time hourly rate of pay for all employees hired before

January 1, 2006. Employees hired on or after January 1, 2006 shall receive a one dollar (\$1) an hour premium.

16.6 - Holiday Roster. Three weeks prior to such holiday listed in section 16.1, the Employer shall post a work roster, and employees may sign such roster if they wish to work the holiday, up to the Wednesday before the schedule is to be posted. Employees who sign the roster shall be assigned such holiday work in order of seniority. Should there not be sufficient volunteers; the Employer may assign work in inverse order of seniority.

16.7. – New Hires. Notwithstanding anything else in this Article 16, employees hired on or after June 4, 2006 shall only be eligible for Independence Day, Labor Day, Thanksgiving and Christmas holidays (after having worked their probationary period), and **four (4)** personal holidays effective the first of the calendar year following one (1) full year of service.

Article 17 GRIEVANCE AND ARBITRATION

17.1 - The Union or any employee in the Bargaining Unit who has any dispute or disagreement of any kind or character arising out of or in any way involving the interpretation or application of this Agreement shall submit such dispute or disagreement for resolution under the procedures and in the manner set forth in this Section.

17.2 - The dispute or disagreement shall be submitted to the following:

Step 1. The Union or the employee, as the case may be, shall discuss the dispute or disagreement promptly, but no more than ten (10) calendar days, after the occurrence of the event giving rise to the dispute or disagreement with the Manager of the store where the grievance arose. An employee having a dispute or disagreement shall be entitled to be accompanied by a representative of the Union in this Step I. The Union can process Step 1 with a representative of the Labor Relations Department when a dispute or disagreement affects more than one Albertsons store, recognizing each store has a different bargaining agreement.

Step 2. If the dispute or disagreement is not settled in a manner satisfactory to the Union and the Employer, the Union shall reduce the grievance to writing and deliver it or mail it to the Employee Relations Representative of the Employer, delivered or postmarked no more than seventeen (17) calendar days after the occurrence of the event giving rise to the dispute or disagreement.

The written grievance shall include a statement of the nature of the grievance, date of the occurrence, parties involved, and the provision(s) of the Agreement alleged to have been violated. No grievance may be considered unless the written grievance contains each and every element. Upon receipt of a written notice setting forth the four required grievance elements, the representatives of the Employer and the Union shall confer twice a month on mutually agreeable dates but no later than the 15th and 30th of each month to attempt to settle or resolve the matter. Such resolution may be accomplished by telephone. Both parties shall

submit to the other, at this Step 2 conference the reasoning behind their positions. At the conclusion of the Step 2 conference, the Employer or the Union shall submit a statement stating that the grievance has or has not been settled. The Employer shall provide a written response.

- Step 3. If a grievance is not settled at Step 2, the Union may request arbitration. Such request must be made within fourteen (14) calendar days after the Step 2 conference and company written denial.

Grievances concerning terminations, scheduling issues or other issues as mutually agreed to by the parties on an individual basis that cannot be resolved at Step 1 or Step 2 may be submitted to an expedited arbitration process. Following the final determination in either Step 1 or Step 2 of the grievance procedure, either party may place the matter into expedited arbitration. In order to submit any such grievance to expedited arbitration the parties will take the following steps:

1. Either party may place the matter into expedited arbitration by notifying the other party of the desire to submit this matter to expedited arbitration and choosing a mutually agreeable arbitrator from the expedited panel. If an arbitrator cannot be chosen by mutual agreement, the parties shall strike from the list of arbitrators and select the remaining arbitrator after all others have been stricken. If striking the arbitration panel becomes necessary, it will take place within ten (10) working days after the matter is submitted to expedited arbitration. The penalty for failure of a party to timely participate to strike a panel is that party will pay the full cost of the arbitration hearing room facility. Selection shall be made by telephone, and the parties shall jointly contact the arbitrator at the time of selection.
2. The following eleven (11) arbitrators from the previously established list of forty (40) arbitrators designated by the parties have agreed to the expedited terms contained in this section, including an agreement to schedule the hearing within forty-five days, and have agreed to issue an expedited decision within fifteen days from the close of the hearing or from the submission of post-hearing briefs, whichever is later.

(Add list of 11, Company and Union to select 11 from 40 prior to ratification.)

3. The parties will arrange their schedules to ensure that the arbitration can be scheduled in a reasonably prompt manner, preferably within forty-five days of receipt of the request for expedited arbitration.
4. Post hearing briefs may be filed by either party within fifteen days from the close of the hearing.
5. The Arbitrator will render his or her award as set forth above. If an arbitrator fails in two separate arbitrations to meet the deadlines set forth

in this expedited procedure either party may request that his/her name be removed from the eleven-member panel described in paragraph 1 of this expedited procedure, and the parties shall then immediately agree upon a replacement.

17.3 - The decision of the arbitrator shall be final and binding upon each party; however, the arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement, and shall limit his decision strictly to an interpretation of the language of this Agreement. In the event an arbitrator awards back pay, he shall reduce such award by all earnings, including unemployment compensation received by the aggrieved party during the period of the award. The expenses of the arbitrator shall be shared equally between the Employer and the Union.

17.4 - No grievance may be submitted to arbitration by the Union under Step 3, unless the time limit set forth in Step 2 for the filing of the grievance in writing has been strictly complied with. Any grievance which is submitted after such time limit has expired shall be forfeited and waived by the aggrieved party. Failure by the Union or the employee, as the case may be, to observe the time limit set forth in Step I, shall not constitute a waiver, unless such failure is willful. Time limits may be extended only by mutual agreement in writing signed by both the Union and the Employer.

17.5 - At any Step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance complaint, or dispute further if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement.

17.6 - The arbitration procedure herein set forth is the sole and exclusive remedy of the parties hereto and the employees covered hereby for any claimed violations of this Contract, and for either party during the term of this Agreement, and such arbitration procedure shall be (except to enforce, vacate, or modify awards) in lieu of any and all other remedies or forums of law, in equity or otherwise which will or may be available to either of the parties.

Article 18 NO STRIKE – NO LOCKOUT

18.1 - During the term hereof the Union agrees that there shall be no strike, or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

Article 19 HEALTH AND WELFARE/DENTAL CARE BENEFITS

Article 1 - Trust Fund. Effective June 30, 2015, employees shall cease to participate in the New Mexico UFCW Unions and Employers Health and Welfare Trust Fund (“New Mexico Health Fund”). Effective July 1, 2015, the New Mexico Health Fund shall be merged with, and employees of the bargaining unit and their eligible dependents shall participate in, the United Food and Commercial Workers and Employers Arizona Health and Welfare Trust (“Arizona

Health Fund”) on the same basis in terms of Plan rules and regulations, eligibility for benefits, benefit designs and employee co-premiums as employees covered under the Arizona Safeway collective bargaining agreement.

The Trustees of the Arizona Health Fund shall establish separate accounting for the New Mexico group with the understanding that contributions from the New Mexico employers shall not be used to provide, or subsidize benefits for the Arizona group and that contributions from the Arizona Employers shall not be used to provide, or subsidize benefits for the New Mexico group. Administrative expenses shall be prorated between the groups as determined by the Trustees of the Fund.

Effective January 1, 2015, the New Mexico Plan A benefits shall be modified to the same benefits as Arizona Plan A, the New Mexico Plan B benefits shall be modified to the same benefit provisions as Arizona Plan B and the New Mexico Plan C benefits shall be modified to the same benefit provisions as Arizona Plan B1, except the co-insurance rates for participants who will be covered under Arizona plan A or B, shall continue to be equal to those co-insurance rates which applied to those participants under the New Mexico Health Fund until otherwise modified by the Trustees of the Arizona Health Fund. Further except, the short term disability benefit for the New Mexico group shall be the same provided under the New Mexico Health Fund. Additionally, effective January 1, 2015, the administration of the New Mexico Health Fund shall be switched to the same administrator handling the Arizona Health Fund.

It is further understood that as a condition of receiving the contributions provided below, the Trustees of the Plan will establish Plan(s) of benefits, which can be supported by the contributions provided herein and such Trustees shall have the authority to modify such benefits as they deem necessary to maintain the Plan in a fully reserved status.

Article 2 – Employer Contributions. The Employer shall continue to contribute to the New Mexico Fund the amounts described below each month by the twentieth (20th) day of the month for each of its eligible employees covered under Plan A, Plan B and Plan C but on the same eligibility basis as is required under the Arizona Safeway’s collective bargaining agreement, except that such contributions shall continue to be made on a Per Employee Per Eligible (PEPM) basis. Employer Contributions will make contributions on all eligible employees, in all plans, regardless of opt out status. Upon merger, in the event Arizona Safeway increases, or decreases, its employer contribution rate into the Arizona Fund, then the employer contribution rates required under this agreement shall be increased, or decreased, by the same percentage and at the same time as the Fry’s rates are increased, or decreased. Employee Contributions to be paid shall be the same as the Arizona Safeway.

Article 3 – Eligible Employees. Eligibility for coverage shall be as defined in the Arizona Safeway’s collective bargaining agreement and by the Arizona Health Fund.

Article 20 LEAVES OF ABSENCE

20.1 - A Leave of Absence shall be granted to non-probationary employees in writing upon written request for the following reasons.

- (a) Illness or Injury. As a result of a verifiable non-occupational illness or injury supported by medical evidence of continuing disability up to the extent of recovery but not to exceed six (6) months.

Extensions of such leaves shall be granted by the Employer, solely upon the presentation by the employee of written request for extension supported by medical evidence of continuing disability and medical evidence of a reasonable expectation to return to work within no more than one (1) year's total leave.

- (b) Occupational Illness or Injury. As a result of a verifiable work related illness or injury supported by medical evidence of continuing disability up to the extent of recovery but not to exceed six (6) months.

Extensions of such leaves shall be granted by the Employer, solely upon the presentation by the employee of written request for extension supported by medical evidence of continuing disability and medical evidence of a reasonable expectation to return to work within no more than one (1) year's total leave.

- (c) Personal Leave. Leaves of absence without compensation for reasonable periods may be granted by the Employer at its discretion to employees who have completed one (1) year of service.
- (d) Family Leave. Leaves of Absence of up to one (1) year shall be granted to any employee who upon request shows that they need to provide care for a member of the employee's immediate family. Leaves shall be granted only for the duration of care for which it was initially approved. Employees may use but are not required to use any unused earned vacation pay, PTO or personal day(s) during any period of unpaid approved FMLA leave.
- (e) Military Leave. Leaves of Absence shall be granted to employees entering military service or called to military service in accordance with applicable laws.
- (f) Union Leave. Upon written request, Leave of Absence without pay for Union business, not to exceed six (6) months, will be granted by the Employer to **each** employee who **has** completed one (1) year of service or more. This leave may be extended by an additional six months **by mutual agreement between the Company and the Union.** An employee on a Union Leave of Absence may receive pay from the Union.

20.2 - When an employee suffers a job-related injury and reports for medical care and it is certified that he is unable to continue work, he shall be paid the basic straight-time rate of pay for the scheduled hours not worked on the day of injury. Such hours paid for shall not be counted as hours worked for purposes of computing overtime.

20.3 - Employees shall be allowed time off without pay for purposes of attending Agreement negotiations, arbitrations, or for Union meetings and conventions. Such leave shall be granted to no more than one employee per store, not to exceed one (1) week; provided, notice for such leave is given in advance sufficient to provide adequate replacement for the employee to be on leave.

20.4 - Funeral Leave. Upon request, an employee covered by this Agreement, shall be granted reasonable time off in order to make arrangements for and/or attend the funeral occasioned by a death in his immediate family.

- (a) Employees will be compensated for time off to a maximum of three (3) regularly scheduled work days in an amount equal to his straight-time hourly rate, times the number of hours (up to eight (8) per day) he would have been scheduled to work. Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day of death or with the day immediately following the day of such death and is a day on which the employee would have worked had it not been for the absence.
- (b) If an employee is notified of the death of a member of his immediate family while at work, he shall be allowed the remainder of his work day off if he so wishes. His funeral pay would begin at the time of his leave but would be extended by the number of hours he had worked that day if the full three (3) days of funeral leave pay is necessary.
- (c) Immediate family, used in this Section shall be defined as the employee's parents, step-parents, in-law parents, spouse, children, step-children, brothers, sisters, grandparents and grandchildren.

20.5 - An employee may not accept other employment while on leave of absence and may be terminated for violation of this provision, except where written consent has been obtained from the Employer.

20.6 - All leaves of absence, except where expressly provided, are understood to be leaves without pay. Holiday pay shall not be paid to any employee on leave of absence.

20.7 - This Section shall not be used to justify or support excessive absenteeism, and should the Employer wish to verify an employee's illness or his ability and/or inability to perform the work required, it may employ a doctor of its own choosing for such purpose, paying all charges for such doctor's services.

20.8 - Seniority shall continue to accrue while on any type of leave of absence to a maximum of six (6) months at which time, if leave has been extended by the Employer, seniority will remain frozen until the employee returns to active service.

20.9 - In all cases of leave it shall be the responsibility of the employee to keep the Employer advised of his desire to return to work, and give prior notice of intent to return to work. The Employer will not be obligated to return an employee to work within a workweek in which the employee was not originally scheduled to work.

Article 21 SAVING CLAUSE

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a Court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiating an agreement on provisions so invalidated.

Article 22 JURY DUTY

22.1 - Employees who are required and who report for jury duty shall be paid by the Company for each day partially or wholly spent in performing jury duty an amount equal to the difference between the employee's regular straight-time hourly rate times the number of hours (up to eight (8)) that he otherwise would have been scheduled to work and the compensation received for jury duty (excluding amounts received as reimbursement for expenses or as a travel allowance). Such hours paid for shall not be counted as hours worked for purposes of computing overtime.

22.2 - Jury duty pay shall be limited to ten (10) working days per year.

22.3 - In order to be eligible to receive payment under this Section, an employee must notify his Store Manager on his first workday after receipt of the notice to report for jury duty and must furnish satisfactory evidence that jury duty was performed and the amount of compensation received for such service on the days for which payment is claimed.

22.4 - If an employee is notified to do so by the Store Manager or Assistant Manager when he is excused from jury service either temporarily or permanently, on any scheduled workday, the employee shall promptly report to complete any remaining hours of his scheduled workday, provided no employee shall be required to so report for work on any day on which he has served and been compensated by the Court for at least eight (8) hours jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which served and was compensated for Jury duty by the Court on that day.

22.5 - If an employee appears in Court or the Police Department on behalf and at the request of the Employer, he shall receive his basic straight-time rate of pay for the time spent in making such appearance; and, such time shall not be considered as part of the workweek under the terms of this Agreement.

Article 23 WAIVER

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 all proper subjects of Collective Bargaining and that all such subjects have been discussed and negotiated upon and the Agreements contained in this Contract were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered 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 they negotiated or signed this Agreement.

Article 24 PENSION

24.1 - Effective for hours worked beginning January 1, 1979, the Employer shall pay thirty-five cents (35¢) per hour for all hours worked at straight-time (including hours worked on Sunday), for all employees covered by this Agreement into an Employer-Union Pension Fund, 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. Though no contributions are required on Courtesy Clerks, they shall be granted past service credits if promoted from the Courtesy Clerk classification.

24.2 - The Employer's contributions shall be as follows. (Rocky Mountain)

June 2006	\$0.75 per hour for all hours worked beginning in June.
June 2007	\$0.85 per hour for all hours worked beginning in June.
June 2008	\$0.95 per hour for all hours worked beginning in June.
May 2010	\$1.05 per hour for all hours worked beginning in May.
January 2011	\$1.12 per hour for all hours worked beginning in January

Holiday and vacation hours shall be added to those hours for which the above-mentioned contributions shall be made.

24.3 The Employer contributions for employees hired on or after June 4, 2006 will commence on the later one (1) year of service with the Employer or twenty-one (21) years of age and shall be at a rate of (\$0.48) cents per straight-time compensable hour.

24.4 - Contributions Effective the First of the Month after Ratification in 2010.

Effective the first of the month after date of ratification, the Employer shall pay one dollar twelve cents (\$1.12) total per hour for all hours worked at straight time for all employees covered by this Agreement, seven cents (7¢) of which is allocated to provide benefit accruals for New Hires after June 4, 2006. Though no contributions are required on Courtesy Clerks, except as set forth below, they shall be granted past service credits if promoted from the courtesy clerk classification. Pension contributions will be made on behalf of all Courtesy Clerks with ten (10) years or more of continuous service with the Employer. All hours worked as a Courtesy Clerk prior to the time contributions are required will count towards pension eligibility and credits.

The Trustees of the Pension Plan have approved the Alternate Schedule attached hereto as Appendix B as the Rehabilitation Plan required by the Pension Protection Act. The parties hereby adopt the Alternate Schedule attached hereto as Appendix B, including Addendum 1 to the Alternate Schedule which describes the contribution rates and future benefit accruals for 'Pre-New Hire Employees', *i.e.*, employees hired before the Employer's New Hire Date, and for 'New Hires', *i.e.* employees hired after June 4, 2006.

24.5 - Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the term 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.

24.6 - Said Pension Plan and the Trust Agreement establishing the Pension Fund has 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.

24.7 - It is agreed by and between the parties hereto that when the Pension Plan is approved by the United States Treasury Department and the United States Department of Labor and becomes operative and the Employer makes contributions into the Fund those employees covered by this Agreement shall automatically cease to participate in the Employer's Retirement Plan then in effect.

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

24.9 – 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 Section for all hours worked at straight-time in lieu of payments into the Pension Fund, and that those employees who are eligible will continue to participate in the Employer's Retirement Plan.

24.10 – If the employer agrees with UFCW Local 7 in 2015 thereafter to increase the contribution rate into the Rocky Mountain UFCW Union and Employers Pension Fund, then it shall increase the contribution rate for the employees in stores 902, 927, 986, 987 participating in the same fund by the same percentage during the term of the 2014-2018 New Mexico contract.

Company agrees that any decision by the Trustees of the Rocky Mountain UFCW Pension Fund regarding the modification of Courtesy Clerks' participation in said fund shall also apply to Local 1564.

24.11 - As soon as practical after ratification of the 2018 to 2022 Agreement, change the contribution rate to the Rocky Mountain UFCW Retail and Meat Pension Plan to \$1.25 an hour. Change contributions to the Rocky Mountain UFCW Retail and Meat Pension Plan during the term of the contract by the same percentage as the major employers in Denver.

Article 25 BARGAINING UNIT WORK

To prevent the erosion of Bargaining Unit work, driver salesmen, book salesmen, or sales representatives shall not perform work or services in the Employer's Retail Establishment in excess of the prevailing practice in the industry in areas covered by this Agreement at the time of this Agreement.

Article 26 STORE CLOSING

In the event the Employer closes the majority of its stores in the Bargaining Unit, the Employer agrees to meet with the Union for the purpose of negotiating the severance of the employees thus affected.

Article 27 TECHNOLOGICAL CHANGE

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

1. In the event the Employer introduces major technological change which for the purpose of this Section is defined an electronic price marking, electronic scanner, **and any robotic devices** which would have a direct material impact affecting Bargaining Unit work, sixty (60) days advance notice of such change will be given to the Union.
2. In addition, the parties agree:
 - (a) The Employer has the right to install such equipment.
 - (b) Any training or necessary retraining will be furnished expense free by the Employer to affected employees.
 - (c) Where employees would be displaced by such installation, the Employer will make every effort to effect a transfer.
 - (b) If an employee is not trained or transferred and would be displaced as a direct result of a major technological change, as defined above then the employees would qualify for separation pay, if:
 - (1) The employee has two (2) or more years of continuous service.

- (2) Does not refuse a transfer within a twenty-five (25) mile radius.
- (3) Does not refuse to be retrained.
- (4) Such action does not occur more than one (1) year from date of installation.
- (5) Does not voluntarily terminate employment.

(e) Severance pay would be paid at the rate of one (1) week's pay for each year of service in excess of two (2) years not to exceed eight (8) weeks.

(f) Severance pay would equate the average number of hours worked the fifty-two (52) weeks preceding displacement.

Article 28 TERM OF AGREEMENT

28.1 - This Agreement shall be effective as of the June **10, 2018** and shall remain in full force and effect until its expiration date June **11, 2022**.

28.2 - On or before sixty (60) days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification and during such sixty (60) day period, the parties hereto shall meet and engage in such negotiations.

28.3 - If neither party hereto gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

BARGAINING NOTE

The parties agree that language proposed but not agreed to shall not be admissible in an arbitration or other legal proceeding as evidence of either parties' interpretation or position as to the meaning of the contract language.

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signature of their authorized representative on this _____ day of _____, **2019**.

FOR THE COMPANY

FOR THE UNION

ALBERTSON'S LLC

United Food and Commercial Workers
International Union, Local #1564

By:

By:

Danny Ma
Vice President, Labor Relations

Greg Frazier
President

Ratification Date: 11/13/2018
Term 6/10/18 to 06/11/22

APPENDIX 'A'
WAGE RATES AND CLASSIFICATIONS

APPENDIX 'A'
WAGE RATES AND CLASSIFICATIONS

a. HIRED ON OR BEFORE MAY 31, 2003.

	6/4/2017	6/10/2018	6/9/2019	6/7/2020	6/13/2021
		RAISE JP ONLY	RAISE JP ONLY	RAISE JP ONLY	RAISE JP ONLY
Department Heads					
Produce Manager	16.02	16.32	16.62	16.92	17.17
Assist Produce Manager		15.85	16.15	16.45	16.70
Liquor Supervisor	15.47	15.77	16.07	16.37	16.62
Wine/Beverage Steward		15.77	16.07	16.37	16.62
Service Deli Manager	13.69	13.99	14.29	14.59	14.84
Assist Deli Manager		13.10	13.40	13.70	13.95
Bakery Operations Manager		13.80	14.10	14.40	14.65
Service Operations Assistant	16.00	16.30	16.60	16.90	17.15
Service Supervisor	15.85	16.15	16.45	16.75	17.00
Head Clerk (4 th Key Person, Dairy Supervisor, Frozen Supervisor, Night Crew Supervisor, Receiver)	16.00	16.30	16.60	16.90	17.15
Lobby Supervisor	12.26	12.56	12.86	13.16	13.41
GM Assistant (where designated)	14.40	14.70	15.00	15.30	15.55
Floral Manager (where designated)					
First 1040 hours worked	10.59				
Next 1040 hours worked	10.74				
Next 1040 hours worked	10.89	10.89	10.89	10.89	10.89
Thereafter	12.10	12.50	12.80	13.10	13.35
Food Clerks					
First 1040 hours worked	7.50				
Next 1040 hours worked	7.55				
Next 1040 hours worked	8.22	8.22	8.22	8.22	8.22
Next 1040 hours worked	8.99	8.99	8.99	8.99	8.99
Next 1040 hours worked	9.45	9.45	9.45	9.45	9.45
Next 1040 hours worked	10.04	10.04	10.04	10.04	10.04
Next 1040 hours worked	10.96	10.96	10.96	10.96	10.96
Next 1040 hours worked	12.17	12.17	12.17	12.17	12.17
Journey person	15.36	15.66	15.96	16.26	16.51
Bakery Sales, GM, Lobby, Coffee Bar, Service Deli, Floral, Salad Bar					
First 1040 hours worked	7.50				
Next 1040 hours worked	7.50				
Next 1040 hours worked	7.82	7.82	7.82	7.82	7.82
Next 1040 hours worked	8.52	8.52	8.52	8.52	8.52

Ratification Date: 11/13/2018
Term 6/10/18 to 06/11/22

Next 1040 hours worked	9.32	9.32	9.32	9.32	9.32
Next 1040 hours worked	9.79	9.79	9.79	9.79	9.79
Journeyman	11.54	11.84	12.14	12.44	12.69
COURTESY CLERKS	Minimum Wage				

b. HIRED AFTER MAY 31, 2003
FOOD CLERKS

	6/4/2017	6/10/2018	6/9/2019	6/7/2020	6/13/2021
		RAISE JP ONLY	RAISE JP ONLY	RAISE JP ONLY	RAISE JP ONLY
Department Heads					
Produce Manager	16.02	16.32	16.62	16.92	17.17
Assist Produce Manager		15.85	16.15	16.45	16.70
Liquor Supervisor	15.47	15.77	16.07	16.37	16.62
Wine/Beverage Steward		15.77	16.07	16.37	16.62
Service Deli Manager	13.69	13.99	14.29	14.59	14.84
Assist Deli Manager		13.10	13.40	13.70	13.95
Bakery Operations Manager		13.80	14.10	14.40	14.65
Service Operations Assistant	16.00	16.30	16.60	16.90	17.15
Service Supervisor	15.85	16.15	16.45	16.75	17.00
Head Clerk (4 th Key Person, Dairy Supervisor, Frozen Supervisor, Night Crew Supervisor, Receiver)	16.00	16.30	16.60	16.90	17.15
Lobby Supervisor	12.26	12.56	12.86	13.16	13.41
GM Assistant (*where designated)	14.40	14.70	15.00	15.30	15.55
Floral Manager (*where designated)					
First 1040 hours	10.59				
Next 1040 hours	10.74				
Next 1040 hours	10.89	10.89	10.89	10.89	10.89
Thereafter	12.00	12.50	12.80	13.10	13.35
FOOD CLERKS					
First 1040 hours worked	7.50				
Next 1040 hours worked	7.50				
Next 1040 hours worked	7.70	7.70	7.70	7.70	7.70
Next 1040 hours worked	8.40	8.40	8.40	8.40	8.40
Next 1040 hours worked	8.90	8.90	8.90	8.90	8.90
Next 1040 hours worked	9.60	9.60	9.60	9.60	9.60
Next 1040 hours worked	10.60	10.60	10.60	10.60	10.60
Next 1040 hours worked	11.00	11.00	11.00	11.00	11.00
First 1040 hours worked	11.40	11.40	11.40	11.40	11.40
Next 1040 hours worked	12.00	12.00	12.00	12.00	12.00
Journeyman	14.05	14.35	14.65	14.95	15.20

BAKERY SALES CLERK, GM, LOBBY, COFFEE BAR, SERVICE DELI, FLORAL, SALAD BAR, (PERIMETER) CSC

Ratification Date: 11/13/2018
Term 6/10/18 to 06/11/22

	6/4/2017	6/10/2018	6/9/2019	6/7/2020	6/13/2021
		RAISE JP ONLY	RAISE JP ONLY	RAISE JP ONLY	RAISE JP ONLY
First 1040 hours worked	7.50				
Next 1040 hours worked	7.50				
Next 1040 hours worked	7.50	7.50	7.50	7.50	7.50
Next 1040 hours worked	7.65	7.65	7.65	7.65	7.65
Next 1040 hours worked	8.00	8.00	8.00	8.00	8.00
Next 1040 hours worked	8.43	8.43	8.43	8.43	8.43
Next 1040 hours worked	8.73	8.73	8.73	8.73	8.73
Next 1040 hours worked	9.14	9.14	9.14	9.14	9.14
Journey person	10.82	11.12	11.42	11.72	11.97

c. **ON AND AFTER JANUARY 1, 2006.**
 After January 1, 2006, all employees will follow the following wage scale except that the wages of those employees hired before that date will be red circled: their wage rates will be frozen until the contractual wage rates match or surpass their wage rates as of January 1, 2006.

Department Heads	6/4/2017	6/10/2018	6/9/2019	6/7/2020	6/13/2021
		RAISE JP ONLY	RAISE JP ONLY	RAISE JP ONLY	RAISE JP ONLY
Produce Manager	15.31	16.32	16.62	16.92	17.17
Assist Produce Manager		15.85	16.15	16.45	16.70
Wine/Beverage Steward		15.77	16.07	16.37	16.62
Assist Deli Manager		13.10	13.40	13.70	13.95
Bakery Operations Manager		13.80	14.10	14.40	14.65
Head Clerk	14.98	15.28	15.58	15.88	16.13
Head Baker	14.00	14.30	14.60	14.90	15.15
Service Operations Assistant	16.00	16.30	16.60	16.90	17.15
Service Supervisor	15.85	16.15	16.45	16.75	17.00
Head Clerk (4 th Key Person, Dairy Supervisor, Frozen Supervisor, Night Crew Supervisor, Receiver)	16.00	16.30	16.60	16.90	17.15

CLERKS	6/4/2017	6/10/2018	6/9/2019	6/7/2020	6/13/2021
		RAISE JP ONLY	RAISE JP ONLY	RAISE JP ONLY	RAISE JP ONLY
First 1040 hours worked	7.50				
Next 1040 hours worked	7.50				
Next 1040 hours worked	7.50	7.50	7.50	7.50	7.50
Next 1040 hours worked	7.50	7.50	7.50	7.50	7.50
Next 1040 hours worked	7.75	7.75	7.75	7.75	7.75
Next 1040 hours worked	8.25	8.25	8.25	8.25	8.25
Next 1040 hours worked	8.75	8.75	8.75	8.75	8.75
Next 1040 hours worked	9.25	9.25	9.25	9.25	9.25
First 1040 hours worked	9.75	9.75	9.75	9.75	9.75
Thereafter	11.00	11.30	11.60	11.90	12.15

COURTESY CLERKS	Minimum Wage				
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Ratification Date: 11/13/2018
Term 6/10/18 to 06/11/22

“Living Wage” Ordinances

Any employee earning more than their scheduled rate of pay on account of any “living wage” ordinance or similar local or state minimum wage is ineligible for the Lump Sum Bonus.

In the event of a “living wage” ordinance or similar local or state minimum wage with higher wages than contractual rates, the wage rates will be modified as required by law, but the hours and steps as required in the wage scales will remain the same.

Red-circled employees’ wages will be frozen until the contractual wage rate matches or surpasses the rate of the red-circled employees.

In the event of future minimum wage increase after ratification of the 2018-2022 agreement, the first step for the effected classification will be set at least 10¢ above the new minimum wage and each step thereafter will be at a rate that is at least 10¢ higher than the previous progression step.

Night Work Premium: All employees who perform any work for the Employer shall receive a night premium wage of thirty-five cents per hour in addition to their regular hourly rates for all hours or portions of hours worked between the hours of 9:00 p.m. and 6:00 a.m. The parties specifically agree that for the purpose of the Fair Labor Standards Act and related or similar state and federal legislation or regulations, the night premium provided in this Section shall not be included in "regular rate of pay" for the purpose of computing overtime.

Employees hired on or after June 4, 2006 shall not be eligible for Night Work premium.

Sunday Premium: For employees hired before January 1, 2006, work performed on Sunday shall be paid for at the rate of time and one-half (1 1/2x) the basic straight-time hourly rate and Courtesy Clerks shall receive a Sunday Premium of \$1.00 per hour, in addition to their regular straight-time rate of pay. Employees hired on or after January 1, 2006 shall not be eligible for Sunday premium pay.

Tortilleria: The Employer agrees to recognize the Union as bargaining representative for tortilleria employees upon showing of majority status.

Wage Adjustments: Employees who are promoted or changed in classification to a classification that has a higher wage rate will be slotted into the new wage rate at no less than one step below the step the employee currently earning. They may then be held in that step up to one year.

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signature of their authorized representative on this _____ day of _____, 2018.

FOR THE COMPANY
ALBERTSON’S LLC

FOR THE UNION
United Food and Commercial Workers
International Union, Local #1564

By:

By:

Ratification Date: 11/13/2018
Term 6/10/18 to 06/11/22

Danny Ma
Vice President, Labor Relations

Greg Frazier
President

APPENDIX 'B'

ALTERNATE SCHEDULE

Rocky Mountain UFCW Unions & Employers Pension Plan
Schedule of Contributions and Benefits

REHABILITATION PLAN – ALTERNATE SCHEDULE
FOR NEW ALBERTSON'S – NEW MEXICO
Contribution and Benefit Adjustments
<ul style="list-style-type: none"> • Contribution rates as negotiated by the bargaining parties and reduced benefit accruals in accordance with Addendum I for employees hired prior to the Employer's New Hire Date, June 4, 2006. <ul style="list-style-type: none"> • Such contribution rates shall be effective and payable for hours worked on and after the first of the month after date of ratification. • Such reduced benefit accruals shall begin as of the earliest date permitted by Federal law. • Elimination of adjustable benefits as described below, as of the same date that the reduced benefit accruals commence. • Contribution rates as negotiated by the bargaining parties and benefit accruals for New Hires in accordance with Addendum I. <ul style="list-style-type: none"> • Such contribution rates shall be effective and payable for hours worked on and after the first of the month after date of ratification. • Such benefit accruals shall be effective the first of the month after the date of ratification. • Such benefit accruals shall be actuarially equivalent to a single life benefit payable at age 65, without any subsidies or adjustable benefits whatsoever.

<p>For employees hired before an Employer's Applicable New Hire Date only:</p> <ul style="list-style-type: none"> • Elimination of 100% of the value of all adjustable benefits on all accrued benefits and future benefit accruals to the maximum permitted by law, except as noted below. Adjustable benefits to be eliminated include the following: <ul style="list-style-type: none"> — Rule of 85 Pension; — Subsidized Early Retirement Reduction Factors; — Age 60 Supplement; — Post-Retirement Death Benefits in Excess of QJSA (including \$1,000 Lump Sum Death Benefit); — Pre-retirement Death Benefits in Excess of QPSA; — Payment options other than Single Life Annuity and QJSA; and — All other adjustable benefits within the meaning of Code section 432(e) (8) (A) (iv) (other than Disability Pension and modified Rule of 80 Pension as described below). • The following adjustable benefits shall be retained: <ul style="list-style-type: none"> — Disability Pension; and
--

<p>— Rule of 80 Pension, except that this benefit will be modified to require that a Participant must have attained age 55 at his Termination date in order to be eligible</p> <ul style="list-style-type: none"> • Reduction of future accruals as negotiated by the parties and funded consistent with Addendum I. • Benefit reductions effective on the earliest date permitted by law.
Rehabilitation Period
January 1, 2010 through December 31, 2022.
Plan to Emerge from the Red Zone and Annual Benchmarks to Assess Progress Toward Emergence
<p>The Plan's actuaries certify that the Contribution and Benefit Adjustments shown above are sufficient for the Plan to emerge from the Red Zone at the end of the Rehabilitation Period based on the funded status of the Plan as of January 1, 2009 before the addition of any New Hire benefits. In the event that the New Hire benefits are implemented, the Plan's actuaries certify that with the additional contributions specifically designated to fund the New Hire benefits, the plan is still reasonably expected to emerge from Critical Status after such benefit increases, as shown in the annual benchmarks including the New Hire benefits. These schedules will be updated as needed throughout the Rehabilitation Period. Progress toward emergence from the Red Zone will be measured by the Plan's Funding Standard Account Credit (Deficiency) Balance being greater than (less than) the amounts in the following projections. These projections have been made in accordance with the provisions of the Pension Protection Act of 2006 including:</p> <ul style="list-style-type: none"> • Contribution rates in accordance with the Collective Bargaining Agreement effective for hours worked in December 2009 payable in January 2010. • An assumption of the same number of contributable hours as reported for the actuarial valuation as of 1/1/2008. The reasonableness of this assumption has been verified by the Trustees. • No market related investment gains or losses from 9/30/2009 forward and no other actuarial gains or losses from 1/1/2009 forward.

ALTERNATE SCHEDULE**Rocky Mountain UFCW Unions & Employers Pension Plan
Annual Benchmarks for Emergence from the Red Zone**

As of	Funding Standard Account Credit (Deficiency) Balance	Funding Standard Account Credit (Deficiency) Balance With New Hire Benefits
12/31/2010	\$ 17,473,000	\$ 17,892,000
12/31/2011	28,829,000	29,593,000
12/31/2012	33,676,000	34,719,000
12/31/2013	31,190,000	32,445,000
12/31/2014	28,483,000	29,885,000
12/31/2015	22,601,000	24,087,000
12/31/2016	14,669,000	16,175,000
12/31/2017	5,118,000	6,577,000
12/31/2018	(489,000)	859,000
12/31/2019	(3,922,000)	(2,754,000)
12/31/2020	(4,621,000)	(3,703,000)
12/31/2021	(2,243,000)	(1,644,000)
12/31/2022	239,000	447,000
12/31/2023	1,158,000	903,000
12/31/2024	16,098,000	15,307,000
12/31/2025	15,836,000	14,819,000
12/31/2026	21,237,000	19,946,000

ALTERNATE SCHEDULE

Addendum I

Alternative Schedules of Contribution Rates and Benefit Accruals – Pre-New Hire Date Employees

Rocky Mountain UFCW Unions & Employers Pension Plan				
Total	Breakdown of Contribution Rate		Schedule of	Adjusted Future Benefit
Contribution Rate	<i>Base Rate</i>	<i>Supplemental</i>	Future Benefit Accruals	If Past Supplementals Have Not Been Paid
\$1.05	\$0.63	\$0.42	\$22.75	\$18.50

For Collective Bargaining Agreements where the employer did not make 15 cent Supplemental Contributions that were otherwise applicable to other employers, the benefit accruals shall be limited to the “Adjusted Future Benefit Accruals” for the number of Plan Years (or part thereof) for which Supplemental Contributions were not made. After such period, the benefit accruals will be in accordance with the “Schedule of Future Benefit Accruals”.

Alternative Schedules of Contribution Rates and Benefit Accruals – New Hires

Rocky Mountain Clerks Plan - New Hire Contribution Rates and Benefit Accruals		
Increase to total Contribution Rates if New Hire Benefits Are Provided	Commencing the First of the Month after date of ratification	Beginning with the Thirty-Seventh (37 th) Month after the New Hire Benefit Goes Into Effect.
\$0.07	\$10.00	\$15.00

EXHIBIT 2 CURRENT PRACTICE FOR SELECTION OF ARBITRATORS

Instead of requesting panels of seven arbitrators from the Federal Mediation and Conciliation Service, the Company and the Union jointly have created a pool of forty arbitrators from which they generate panels of seven. Each arbitrator in the pool has been assigned a corresponding number from 1 to 40. The pool of 40 represents 20 arbitrators selected by the Company and 20 arbitrators selected by the Union. Both the Company and the Union reserve the right to replace one or more of their 20 selected arbitrators at any time prior to the generation of a panel for a specific grievance. To be eligible, arbitrators must be labor arbitrators who maintain an office in Colorado, Oklahoma, Texas, New Mexico, Arizona, Utah, Nevada, or California. The panel of arbitrators is to be comprised of 20 different Employer selected arbitrators and 20 different Union selected arbitrators.

Because of this change in the selection process, the Union does not request a panel from the Federal Mediation and Conciliation Service when it desires to arbitrate a grievance. It makes that request of the Company. For each such grievance the Company and the Union then generate a panel of seven arbitrators from the pool of 40 by meeting at the offices of the Company's counsel to run a random number generator program. That program randomly selects seven numbers from 1 through 40. By matching those numbers to the numbers assigned to the arbitrators, the panel members for each grievance are identified.

Except for this panel generation method, the grievance procedures and deadlines remain the same as in the collective bargaining agreement.

LETTER OF UNDERSTANDING
Political Check Off

Albertson's ("Employer") agrees to deduct uniform political contributions on a monthly basis from the net wages due an employee each month of each employee covered by this collective bargaining agreement who has provided Albertson's with a voluntary individual written authorization to make such deductions on a form that has been mutually agreed upon by Albertson's and UFCW Local 1564 (Union). The Union agrees to indemnify and hold the Employer fully harmless for any liability that arises out of or by reason of any action taken by the Employer in accordance with this Letter of Understanding. The deduction shall be expressly limited to political contributions only and the Employer shall have no obligation whatsoever to make deductions for any purpose other than dues deductions in accordance with Article 3, Union Security and Employment Procedures, and Article 4, Check-Off, of the collective bargaining agreement effective June 2003 to June 3, 2006.

Employer shall be notified of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to the Union, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made. The Employer shall have no responsibility for the application of the amounts transmitted in accordance with this paragraph.

No deductions will be made from the wages of any such employee until the Employer has received a signed copy of a voluntary written authorization to make such deductions with such authorization to be received by the Employer no later than the first day of the month in which the deductions are to commence in order to be deducted for that month.

Authorization for such deduction is to be entirely voluntary on the part of each such individual employee. Any such employee may revoke his individual voluntary authorization upon giving thirty (30) days' written notice to the Employer and the Union.

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signature of their authorized representative on this _____ day of _____, 2019.

FOR THE COMPANY
ALBERTSON'S LLC

FOR THE UNION
 UFCW, Local #1564

By:

By:

Danny Ma
Vice President, Labor Relations

Greg Frazier
President

Ratification Date: 11/13/2018
Term 6/10/18 to 06/11/22

LETTER OF UNDERSTANDING

UFCW Local 1564 believes it has a good faith working relationship with Albertson’s and will not take any action to depart from that relationship or take any action inconsistent with maintaining that relationship. Consistent with its duty of fair representation under the agreement and their grievance procedures, UFCW Local 1564 will not be party to, instigate or support class action litigation (except charges with the National Labor Relations Board) or engage in any type of corporate campaign against Albertson’s that is directed toward or which will directly impact stores represented by UFCW Local 1564.

The parties recognize that various monies from Local 1564 are paid to UFCW International Funds. Local 1564 does not control such funds. Consequently, the UFCW International Union’s use of those funds for purposes contrary to this agreement will not be a violation of this agreement.

Albertsons believes it has a good faith working relationship with UFCW Local 1564 and will not present any anti-union information during new hire orientation to discourage union affiliation. This only applies to orientation for union positions.

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signature of their authorized representative on this _____ day of _____, **2019**.

FOR THE COMPANY
ALBERTSON’S LLC

FOR THE UNION
UFCW, Local #1564

By:

By:

Danny Ma
Vice President, Labor Relations

Greg Frazier
President

LETTER OF UNDERSTANDING

In addition to the existing exemptions under the current contracts, the new Service Operations Manager position will be exempt from the bargaining unit, but will be able to perform bargaining unit work just as the former Front End Manager performed in the past. Unionized associates who accept this position will leave the bargaining unit. The Front End Manager position is eliminated. The Service Operations Manager position is exempt from the hours claiming provisions in the contracts as in the past with Front End Managers.

The Bookkeeper and the Assistant Front End Manager positions are eliminated. The Personnel Coordinator/Service Supervisor will perform many of the same functions of the former Bookkeeper position and some different functions. Likewise, the Service Supervisor position will perform many of the same functions as the former Assistant Front End Manager position and some different functions. Personnel Coordinators/Service Supervisors who are not scheduled to check will not be included in the bargaining unit.

The Service Operations Assistant, Personnel Coordinator/Service Supervisor (who is scheduled to check) and Service Supervisor positions:

- a. are included in the bargaining unit;
- b. have no limit in their ability to perform bargaining unit work;
- c. are exempt from the hours claiming provisions in the contracts as in the past with Assistant Front End Managers;
- d. are paid on the current food clerk scale and anyone moving to the current food clerk scale from another scale will be placed at the closest wage rate on the food clerk scale to their current wage, but no lower.

October 1, 2003 Transition Date: Eligible Service Operations Managers will be switched to Albertson's benefit plans, effective October 1, 2003. Until October 1, 2003, they will continue to be subject to the applicable contract's union security clause. Eligible Personnel Coordinators/Service Supervisors who are joining the bargaining unit will be switched to the benefit plans under the applicable contracts, effective October 1, 2003, at which time they will also be subject to the applicable contract's union security clause. Until October 1, 2003 the Union initiation fee will be waived for all Personnel Coordinators/Service Supervisors who are joining the bargaining unit, provided they were employed with the Employer before June 1, 2003 (the contract's ratification date).

The Service Operations Assistant position was posted. However, when the Employer decides to fill the Personnel Coordinator/Service Supervisor position with a current bookkeeper, it does have to post the position. Similarly, when the Employer decides to fill the Service Supervisor position with a current Assistant Front End Manager, it does not have to post the position. Otherwise, these positions are posted.

This letter is an amendment to the current New Mexico Clerks contracts for all stores covered by these contracts.

Ratification Date: 11/13/2018
Term 6/10/18 to 06/11/22

Signed this ____ day of _____, 2019.

FOR THE COMPANY
ALBERTSON'S LLC

FOR THE UNION
United Food and Commercial Workers
International Union, Local #1564

By:

By:

Danny Ma
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President