

ALBERTSON'S LLC AND UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1564

STORE 686 MEAT

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bargaining unit to assure an adequate supply of meat for sale. Outside suppliers or salesmen shall not be permitted to stock or price merchandise in the meat cases. When scheduling, the Employer shall anticipate in good faith the persons necessary to adequately stock meat cases for anticipated business. If, however, unexpected business reduces the inventory in the meat cases below normal and there is no meat employee available to restock from already wrapped and prepared inventory, then the Employer can stock such merchandise with supervisors instead of exercising a less than four (4) hour call-in. Outside suppliers or salesmen may stock or price items in the meat cases when the Deli section is being remerchandised and may also rotate and pull outdated and spoiled product.

Section 3 - Union Shop: It shall be a condition of employment that all employees of the Employer covered by this Agreement shall as a condition of employment, pay the regular dues and initiation fees of the Union after the thirtieth (30th) day following the effective date of this Agreement, and shall do so thereafter. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall pay regular monthly dues and initiation fees of the Union after the thirtieth (30th) day following the beginning of such employment and shall do so thereafter.

(a) 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.

(b) 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.

(c) 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 Section 3 and 4 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 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.

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

Section 4 - Check-Off: The Company will deduct from their wages and turn over to the President of the Union the regular current monthly membership dues (plus any arrears) and regular initiation fees in such amount as the Union shall certify in writing, of such members of the Union covered by this Agreement as individually and voluntarily certify by dated written assignment that they authorize such deductions.

All regular monthly dues, plus any arrears 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

Apprentice to various jobs in order to give him the opportunity to qualify as a Journeyman at the end of his apprenticeship period.

In cases where the Union and the Company mutually agree that the Apprentice cannot qualify to become a Journeyman at the end of his three (3) year training period, they may agree to extend him an additional six (6) month period of training and this extra time of training shall be paid for at the top apprenticeship bracket.

To use an Apprentice, the market must employ at least one (1) full-time Journeyman other than the Head Meatcutter. An additional Apprentice may be used in each market for every additional full-time Journeyman working in the market.

No Apprentice shall be employed in the self-service department or markets as a Wrapper or Packager for more than forty percent (40%) of his weekly hours worked.

Section 5 - Wrapper: A Wrapper is a person employed in a self-service market engaged in wrapping, weighing, sealing, pricing, and displaying of products handled in the meat section of the Company's store.

It is expressly understood that Wrappers are not permitted to use any tools of the trade which include knife, cleaver, hand or electric saw, slicing machine, meat grinder, minute steak tenderizer, or hamburger patty machine. Wrappers may be used to weigh, wrap, price and display, and all work incidental thereto, and perform their usual clean-up duties. Assignments will be rotated so the Wrappers will learn all phases of the job.

Section 6 - Meat Clerks: A Meat Clerk is an individual who is engaged in the handling, pricing, displaying and otherwise servicing of the cold deli section or cases which include luncheon meats, cheeses, tortillas, etc. It is agreed between the parties that the Company will be free to transfer employees in the Meat Clerk classification into Meatwrapper or Meatcutter jobs.

Section 7 - Butcher Block Clerk: A Butcher Block Clerk shall perform work in the designated service area where meat, poultry, fish, or seafood is dispensed to customers on an employee service basis rather than a self-service basis.

ARTICLE 3 HOURS OF WORK

Section 1: (a) All full-time employees shall be guaranteed forty (40) hours of work in regular workweeks consisting of not more than five (5) days, not necessarily consecutive, and thirty-two (32) hours in holiday weeks of not more than four (4) days, not necessarily consecutive. Any employee who is absent or tardy according to his work schedule may lose his guarantee for that day as shown on the work schedule.

(b) In the event that two (2) holidays fall in the same workweek, the guaranteed workweek shall be twenty-four (24) hours to be worked in three (3) days, not necessarily consecutive.

(c) The Company may count work performed on a holiday towards the weekly guarantee.

(d) Part-time employees shall, when scheduled, work a minimum of four (4) hours.

Section 2: A full-time employee is defined as an employee who has been paid forty (40) hours or more for

Section 8: Any employee called to work shall be guaranteed a maximum of four (4) hours of work or pay in lieu thereof and such pay in lieu of work shall be at the basic rate of pay, provided such employee is available and can work the minimum of four (4) hours.

Section 9: If employees are required to attend store meetings outside the scheduled daily or weekly work hours, such time will be considered as time worked for purposes of computing amount of pay, but not for split shift, call-in pay, or other similar purposes.

Section 10: Employees shall be granted rest periods based on the number of hours worked during a workday.

0 to 6 hours	one 15 minute rest period
6 to 10 hours	one 30 minute or two 15 minute rest period
10 hours or more	one additional 15 minute rest period

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 his or her scheduled hours prior to being notified of his or her release. Provided the employee may not take his or her break(s) at the very end of the shift so that the employee can end the shift earlier than scheduled.

Section 11: Overtime work, night work, Sunday work and holiday work, where applicable and practicable, shall be distributed equally among employees in each classification. Such equalization shall be maintained within a calendar month on a store-by-store basis.

Section 12: Employees shall have a specific pay day and each employee shall be furnished a Company receipt each pay day specifying his gross earnings, total hours worked, and any and all deductions made from his gross pay.

Section 13: Employees, with exception of Apprentices who must be worked on all jobs, who perform the work and assume the responsibilities of a higher paid classification, shall receive the pay schedule for such higher paid classification while performing the work and assuming the responsibilities for a period of more than two (2) days.

Section 14: All work performed on Sunday shall be paid for at the rate of one and one-half (1½) times the regular straight-time rate of pay, such pay to be considered as Penalty Pay. Employees hired on or after June 4, 2006 shall not be eligible for Sunday premium.

Section 15: All work performed on a holiday shall be paid for at the rate of double times (2x) the regular straight-time rate of pay which shall be in addition to regular holiday pay, such pay to be considered as Penalty Pay. Employees hired on or after June 4, 2006 shall received \$1.00 per hour for hours worked on a holiday.

Section 16: All employees shall be given at least one (1) day off each week.

Section 17: There shall be no pyramiding of overtime and/or premium pay except that hours worked on Sunday shall be included as hours worked for the purpose of computing weekly overtime. Penalty pay shall be considered premium pay for these purposes.

ARTICLE 5 HOLIDAYS

Section 1: The following days shall be considered as holidays for non-probationary employees working twenty-four (24) or more hours per week for which there shall be no reduction in pay:

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

Effective January 1, 1981, an additional Personal Holiday shall be considered a holiday. Effective January 1, 1989, an additional Personal Holiday shall be considered a holiday.

Section 2: Personal holidays, when scheduled, may be changed only by agreement between the Company and the employee except when required by legitimate business necessity. The Employer reserves the right to limit the number of Personal Holidays in any given week. Personal Holidays shall only apply to employees actively on the payroll for twelve (12) months.

The Company shall be given written notice by the employee at least two (2) work weeks prior to the Personal Holiday. In the event a holiday named herein falls on Sunday, the following Monday shall be observed. No Personal Holidays will be observed in a week where a common holiday is observed. The Personal Holiday must be mutually agreed upon between the Company and the employee.

If a scheduled Personal Holiday has to be changed subsequently by the Company due to business necessity, the employee can reschedule the holiday to a mutually agreed upon date within sixty (60) days of the originally scheduled date, notwithstanding any other language in this Agreement.

Section 3: Employees absenting themselves from work without acceptable reasons on the day before a holiday, the day of the holiday, if scheduled, and/or the day after a holiday shall not be paid for the holiday. Acceptable reasons would include the following situations:

- (a) Death in the immediate family (spouse, child, mother, father, brother, sister, grandmother, grandfather, and in-law relationship or any relative residing permanently in the employee's immediate household).
- (b) Wife giving birth to child.
- (c) Meetings with the Company as representative of the Union.
- (d) Absence excused by the Company.

Section 4: In the event a holiday named herein falls within an employee's vacation period, the employee shall be given an extra day off for the holiday or pay in lieu thereof.

Prospective employees may waive the crediting of prior experience provided the waiver is reduced to writing prior to the employee being hired.

Section 3: Time spent by an employee traveling during his work day between two (2) stores of the Employer at the request of the Employer 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 IRS guidelines and rates. Employees may decline to use their own personal vehicle without being issued discipline of any kind. Travel time must be preapproved by store management on duty.

Section 4: Nothing shall restrict the right of the Company to advance an Apprentice to Journeyman in less than three (3) years, if, in the Company's opinion, any Apprentice is qualified to perform the duties of a Journeyman.

Section 5: Employees enjoying wages in excess of those stipulated herein shall not receive a reduction during the life of this Agreement except in the case of reassignment to another job in accordance with the provisions of this Agreement.

Section 6: Part-time employees shall work 1040 hours in order to be eligible for progression increases.

ARTICLE 7 GRIEVANCE PROCEDURES

Section 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.

Section 2: The dispute or disagreement shall be submitted to the following:

- (a) 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 1. The Union can process Step 1 with a representative of the Labor Relations Department when a dispute or disagreement affects more than one United Supermarkets, L.L.C. store, recognizing each store has a different bargaining agreement.
- (b) 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

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.

Section 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 1, 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.

Section 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 merits or lacks justification under the terms of this Agreement.

Section 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 8 SENIORITY

Section 1: (a) For the purpose of this Agreement, seniority shall prevail in filling permanent vacancies, transfers, layoffs, and recalls of employees. Probationary employees shall not acquire seniority for the first sixty (60) days; however, if retained beyond said sixty (60) days, the employee's seniority shall be dated back to the last date of employment. There shall be six (6) seniority groups as follows:

- (1) Head Meatcutter
- (2) Assistant Head Meatcutter
- (3) Journeymen & Apprentice Meatcutters
- (4) Meatwrappers
- (5) Meat Clerks
- (6) Butcher Block Clerks

(b) The seniority area shall be the City of Clovis.

(c) The Head Meatcutter will retain his original seniority date when he returns to the Journeyman Meatcutter classification.

Section 2: The Company shall post a seniority list in each market, said lists to be revised and reported to the Local Union every six (6) months. In addition thereto, the Company will cause to be mailed to the Local Union a duplicate copy of seniority listings. When seniority listings are posted and there are no complaints as to their accuracy within fifteen (15) days after they are posted, said lists become official.

Section 3: Seniority will be broken if an employee (1) quits; (2) is discharged for just cause; (3) fails to

classification who have the physical capacity to perform the work. When a Wrapper is assigned to the Journeyman Meat Cutter or Apprentice Meat Cutter classification, the Wrapper will retain seniority in the Wrapper classification for a period of one (1) year.

After one (1) year if the former Wrapper continues to be assigned to the Apprentice Meat Cutter or Journeyman Meat Cutter classification, his or her seniority date will be the date assigned as an Apprentice Meat Cutter or Journeyman Meat Cutter. If the former Wrapper is to be laid off, the former Wrapper may elect to be reassigned to the Wrapper classification rather than accept the layoff. If the former Wrapper elects this option, his or her seniority date shall be the date originally assigned as a Wrapper.

If the former Wrapper has returned to the Wrapper classification and is recalled to the Journeyman Meat Cutter or Apprentice Meat Cutter classification, the Wrapper may accept the recall or remain in the Wrapper classification without further recall rights.

ARTICLE 9 LEAVE OF ABSENCE

Section 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 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

he would have earned for each month worked in that anniversary year prior to the closing. This pro rata vacation is to be paid only for vacation earned but not taken. No non-contractual bonuses shall be included in the above computation of vacation pay.

Section 11: Upon completion of one (1) full year of employment, all 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, excluding from the "52 week period" calculation any week that had no paid hours or when the employee was off work due to workers compensation, and not exceed forty (40) hours per week. Hours paid shall include hours worked and hours paid for holiday, jury duty, vacation and funeral leave. No non-contractual bonuses shall be included in the above computation of vacation pay.

Section 12: Employees "on the payroll" or providing "service on the payroll" shall be those employees who have worked continuously for their Employer for the required number of years as specified in Sections 1 through 5 of this Article. Such continuous work shall include paid vacation time.

Section 13: Employer shall not block out days unavailable for vacation selection except for the following holidays and the day before: Christmas Day, Thanksgiving Day, Memorial Day, Labor Day, Independence Day and New Year's Day.

ARTICLE 11 JURY DUTY

The Company agrees to pay the difference between any government allowance and full day's pay at straight-time hourly classification rates for each day, up to a maximum of ten (10) days in any calendar year, an employee is required to serve and does serve on any jury, provided the employee is scheduled to work on the day or days actually served on the jury.

In order to be eligible to receive payment under this Section, an employee must notify his Store Director 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 of the amount of compensation received for such service on the days for which payment is claimed.

ARTICLE 12 FUNERAL LEAVE

In the event of a death in the employee's immediate family (spouse, child, step-child, father, step father, mother, step mother, brother, sister, grandmother, grandfather, grandchildren, or any similar in-law relationship with his/her current spouse or any relative living permanently in the employee's immediate household), the employee shall be entitled to be absent from work for such time as is necessary to make arrangements for and attend the funeral and return if required and will be allowed up to a maximum of three (3) days of funeral leave pay. During such absence, the employee shall be compensated at his straight-time hourly classification rate for such regular working time lost and such time to be considered as actual time worked and paid for as such. Such absentee compensation shall not include pay for lost overtime, vacation time, or premium pay; it shall include holiday pay. It is understood that an employee will be allowed one (1) day off to attend the funeral of aunts, uncles, nieces, nephews and first cousins, such time to be considered as actual time worked and paid for as such, provided the employee is scheduled to work on the day of the funeral.

ARTICLE 13 MISCELLANEOUS PROVISIONS

Section 1 - Laundry: The Company agrees to furnish and supply laundered aprons and uniforms without cost to the employee, except employees will be required to launder drip-dry garments, and except where employees

The Shop Steward shall not have the authority to settle any grievance in a manner that is contrary to the terms of this Agreement.

Section 6- Union Buttons: The Union member will have the right to wear their Union Buttons according to current National Labor Relations Board rules.

ARTICLE 15 SEPARABILITY

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Company to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions of this Agreement shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of negotiation and agreement on the provision or provisions so invalidated.

ARTICLE 16 MANAGEMENT RIGHTS

All rights and powers not expressly restricted or limited by terms of this Agreement shall remain in and may be exercised at the discretion of the Company.

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

ARTICLE 17 STRIKE OR LOCKOUT

Section 1: It shall not be a violation of this Agreement nor grounds for discipline or discharge for persons covered hereunder to refuse to cross another Union's picket line. The Local, its agents or representatives, shall not interfere in any way with the independent judgment of persons covered herein in this regard. Notwithstanding the foregoing, no employee shall refuse to cross another Union's picket line until the Employer has received 72 hours written notice thereof. The Local and the employees agree that during the life of this Agreement (excepting the Local when any other contract it may have with the Company in its Store or Stores has expired), or any extension thereof, there will be no strike, stoppage of work, harassment, slow-down, picketing, boycotting, or hand billing of the Company's premises or other forms of economic action.

Section 2: The Company agrees that it will not, during the term of this Agreement or any extension thereof, engage in a lockout.

ARTICLE 18 MAINTENANCE OF STANDARDS

Employees enjoying wages, benefits or working conditions in excess of these stipulated herein, shall not receive a reduction during the lifetime of this Agreement, except in the case of reassignment to another classification in accordance with the seniority provisions of this Agreement; further, the provisions of the Article do not cover bonus pay for Head Meatcutters. Nothing above shall be construed to require maintaining any existing differentials of "red circle" rates, but only to preclude the reducing of existing rates and benefits.

ARTICLE 19 HEALTH AND WELFARE

Section 1 - Trust Fund. Effective June 30, 2015, employees shall cease to participate in the New

ARTICLE 20 PENSIONS

Voted and approved June 2020.

Albertson's and Local 1564 of the United Food and Commercial Workers International Union entered a Memorandum of Understanding dated June 30, 2020 (the "Pension MOU"), the terms of which are incorporated herein by reference. The Pension MOU establishes all of the terms and conditions of employment as they relate to the provision of retirement benefits provided to Meat and Seafood employees (as well as certain grandfathered employees) under this CBA. Among other things, the Pension MOU provides that Albertson's ceased to have any obligation to contribute to the UFCW International Union - Industry Pension Fund ("National Fund") as of June 30, 2020, and completely withdrew from the National Fund as of that date. Beginning July 1, 2020, retirement benefits for Meat and Seafood employees (and these certain grandfathered employees) covered by this CBA will be provided through the UFCW International Union - Industry Variable Annuity Pension Plan ("VAPP") and Albertson's shall be obligated to make contributions to the VAPP in accordance with the terms and conditions of the Pension MOU.

Retail employees in the bargaining unit covered by this CBA shall participate in the VAPP in accordance with the terms of the Pension MOU and subject to the eligibility, vesting and other requirements and in accordance with the plan of benefits of the VAPP.

Albertson's agrees to be bound by the Agreement and Declaration of Trust of the VAPP and to provide to the Board of Trustees of the VAPP or its designee all information with respect to bargaining unit employees that is needed in connection with the administration of the VAPP, including but not limited to all hours or months worked, paid, or for which employees are entitled to payment. In order to ensure that all bargaining unit employees entitled to participate in the VAPP are appropriately reflected in the records of the VAPP, Albertson's further agrees to the examination of its payroll records by the Board of Trustees of the VAPP or its designee.

ARTICLE 21 NO DISCRIMINATION

Section 1: The Company and its representatives shall not discriminate against any employee on account of race, sex, creed, nationality, age, or on account of Union affiliation or on account of any legitimate Union activity. The Union, its officers, and members shall not intimidate or coerce employees into joining the Union, and shall not discriminate against any employee on account of race, sex, creed, nationality, age or on account of Union affiliations.

ARTICLE 22 STORE CLOSURE

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 23 TERM OF THIS AGREEMENT

This Agreement shall be effective as of **April 24, 2022** and shall remain in full force and effect until its expiration date **June 14, 2025**, and for a period of one (1) year thereafter unless either the Company or the Union desires changes in this Agreement at its expiration date; in which event, on or before sixty (60) days prior to the expiration date of this Agreement, or one (1) year renewal date, written notice outlining the changes desired shall be given by the party proposing the changes to the other party to this Agreement.

APPENDIX 'A'
WAGE RATES AND CLASSIFICATIONS

New Hires -Before May 31, 2003	1/1/2022	4/24/2022	06/18/2023	06/16/2024
Store #686	Minimum Wage Increase			
Meat Manager	22.92	24.92	25.92	26.92
Asst. Head Meatcutter	21.66	22.66	23.66	24.66
Butcher Block Supervisor	15.12	17.12	18.12	19.12
Meatcutters				
Journey person	21.46	23.46	24.46	25.46
Meatwrappers				
Journey person	18.31	20.31	21.31	22.31
Meat Stocker, Butcher Block				
Journey person	14.85	16.85	17.85	18.85

New Hires - After May 31, 2003 but before June 4, 2006

	1/1/2022	04/24/2022	06/18/2023	06/16/2024
Store #686	Minimum Wage Increase			
Meat Manager	22.92	24.92	25.92	26.92
Asst. Head Meatcutter	21.66	22.66	23.66	24.66
Butcher Block Supervisor	15.12	17.12	18.12	19.12
Meat Cutters				
Journey person	19.65	21.65	22.65	23.65
Meat Wrappers				
Journey person	17.10	19.10	20.10	21.10
Meat Stocker, Butcher Block				
Journey person	13.50	15.50	16.50	17.50

**Appendix A-1
Managers Assigned to Management Role after April 1, 2022**

Store #686	1/1/2022	04/24/2022	06/18/2023	06/16/2024
Department Managers**				
Meat Manager	22.92	23.92	24.92	25.92
Asst. Head Meatcutter	21.66	22.66	23.66	24.66
Butcher Block Supervisor	15.12	16.12	17.12	18.12

“Living Wage” Ordinances

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.

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.

**ROSWELL, NEW MEXICO
MEATCUTTERSAGREEMENT
LETTER OF UNDERSTANDING**

Section 1: It is understood and agreed the last sentence of Article 1, Section 2 will be construed in light of the Memorandum Agreement attached hereto, thus applying only to items stocked in the meat cases in the Meat Department.

Section 2: Article 1, Section 4 - Check-off, 2nd paragraph will be construed insofar as United Supermarkets, L.L.C. is concerned so as to require deductions only from the paycheck for the first pay period of each month and without the requirement of carrying forward shortages to be paid in the next month.

Section 3: It is understood United Supermarkets, L.L.C. will not require an employee represented by your Union to take a polygraph examination as a condition of continued employment.

Section 4: Article 9, Section 1 Seniority - This Section will be construed to provide that a probationary employee can be terminated for any reason during such sixty (60) day probationary period.

Section 5: Article 25 - It is agreed this Article will not be construed to require maintaining of any existing differentials "red circle" rates, but only to preclude the reducing of existing rates and benefits.

Section 6: There were other interpretations of language agreed to in the negotiations and set forth in the bargaining notes, but not specified herein.

Section 7: It is the mutual understanding of the Union and the Company that bargaining unit work as it directs itself toward the stocking of meat cases shall be interpreted to mean:

That suppliers and salesmen shall not be permitted to stock or price items in the meat cases; however, such suppliers or salesmen may participate when the deli section is being re-merchandised and may also rotate and pull outdated and spoiled product.

That in scheduling the Employer shall anticipate in good faith the persons necessary to adequately stock meat cases for anticipated business.

That if, however, unexpected business reduces the inventory in the meat cases below normal and there is no meat employee available to restock from already wrapped and prepared inventory, then the Employer can stock such merchandise with supervisors instead of exercising a less than four (4) hour call-in.

Section 8: It is agreed between the parties all EEOC problems concerning EEOC, the parties will meet at once in order to resolve the problems.

Section 9: It is agreed between United Supermarkets, L.L.C. and Local Union No. 1564, as follows:

Section 10: In interpreting the Collective Bargaining Agreement, it is agreed that the Company may ask employees to work over their regular work shift and in such instances such work shall be paid for at their basic

LETTER OF UNDERSTANDING – POLITICAL CHECKOFF

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 1, Recognition, of the collective bargaining agreement effective June 2003 to June 1, 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 24 day of May 2023.

FOR THE COMPANY
ALBERTSON'S LLC

By: _____

Shannon Miller
Shannon Miller

**Executive Vice President of Talent Management
and Training**

FOR THE UNION

United Food and Commercial Workers
International Union, Local #1564

By: _____

Greg Frazier
Greg Frazier
President

**LETTER OF UNDERSTANDING
MEMORANDUM OF UNDERSTANDING
BETWEEN
ALBERTSON'S LLC
AND
UFCW LOCAL 1564,
REGARDING
NEW MEXICO'S HEALTHY WORKPLACES ACT**

The parties to this Memorandum of Understanding ("MOU") are Albertson's Companies ("Albertson's") and the UFCW Local 1564. The parties recognize a new New Mexico law, the Healthy Workplaces Act ("HWA") (effective July 1, 2022) that should be addressed in their collective bargaining agreement(s) ("CBA"). In an effort to ensure full compliance with this new law, the parties incorporate these provisions into their CBA(s) currently in effect. Nothing in this MOU shall limit the parties' rights to bargain for any of the benefits described below in future negotiations. This MOU shall apply to all CBAs between Albertson's and UFCW Local 1564 as follows:

1. Albertson's employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked starting from their first day of employment or July 1, 2022, whichever is later.
2. Employees may use their accrued paid sick leave for the sickness, safety, and caregiving purposes described below. Paid sick leave may be used as soon as it is accrued and must be taken in one (1) hour increments or larger.
3. Unused paid sick leave shall be cumulative. Albertson's will allow employees to carry over accrued but unused paid sick leave from year to year, but employees may not use more than sixty-four (64) hours of paid sick leave in any anniversary year.
4. Employees will be paid their regular hourly rate with the same benefits, including health and welfare and pension credits for all hours in which paid sick leave is taken. This regular hourly rate does not include overtime or bonus pay, and paid sick leave is not considered "hours worked" for purposes of determining whether an employee is entitled to overtime in a given workweek.
5. When leave is foreseeable, Albertson's expects employees to make a good faith effort to provide advance notice of their need for leave and to schedule the leave in a manner that does not unduly disrupt Albertson's operations. When possible, such requests should include the expected duration of the leave. When leave is not foreseeable, Albertson's expects employees to provide notification as soon as practicable.
6. Albertson's will allow employees to use their accrued paid sick leave to be absent from work for the employee's mental or physical illness, injury, or health condition; for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or for preventative medical care.
7. Albertson's will also allow employees to use their accrued paid sick leave to be absent from work to care for a Family Member who has a mental or physical illness, injury, or health condition; to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or to obtain preventative medical care.
8. For purposes of this MOU, "Family Member" means an employee's spouse or domestic partner, or a person related to an employee or an employee's spouse or domestic partner as:

the HWA through the grievance and arbitration process but do not intend by this agreement to limit or prevent the employees' exercise of all rights set out in the HWA.

Dated this 24 day of May, 2023.

ALBERTSON'S COMPANIES

UFCW LOCAL 1564

By: *Sharon Miller*

By: *Doug Frasier*

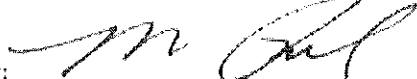
Title: *SVP of Talent Mgmt*

Title: *President*

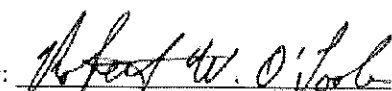
Date: *June 8, 2023*

Date: *May 24, 2023*

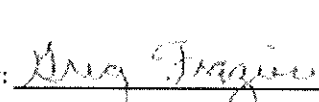
LOCAL 536 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By:  11/23/2020
Date

LOCAL 1546 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By:  11/23/2020
Date

LOCAL 1564 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By:  11/20/2020
Date

THE ALBERTSONS COMPANIES

By: _____
Date

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