ALBERTSON'S #665
RETAIL/CLERK
2025-2029

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

STORE 665 CLERK

SECTION 1. RECOGNITION OF THE UNION 2
SECTION 2. EMPLOYMENT PROCEDURES 3
SECTION 3. UNION STORE CARD 4
SECTION 4. DISCHARGE AND DISCRIMINATION 5
SECTION 5. SENIORITY 6
SECTION 6. WORKING HOURS AND OVERTIME 8
SECTION 7. VACATIONS 11
SECTION 8. CLASSIFICATIONS AND WAGE RATES 12
SECTION 9. HEALTH AND WELFARE 13
SECTION 10. LEAVES OF ABSENCE 14
SECTION 11. MISCELLANEOUS 16
SECTION 12. MINIMUM CONDITIONS 17
SECTION 13. HOLIDAYS 18
SECTION 14. GENERAL PROVISIONS 19
SECTION 15. STRIKES AND LOCKOUTS 20
SECTION 16. GRIEVANCE AND ARBITRATION 20
SECTION 17. JURY DUTY 22
SECTION 18.FUNERAL LEAVE 22
SECTION 19. CHARITY 23
SECTION 20. RIGHTS OF MANAGEMENT 23
SECTION 21. PENSION 23
SECTION 22. WAIVER 24
SECTION 23. SUCCESSORS AND ASSIGNS 24
SECTION 24. TECHNOLOGICAL CHANGE 25
SECTION 25. MAJOR STORE CLOSURE 25
SECTION 26.TERM OF AGREEMENT 26
APPENDIX A WAGES 27
EXHIBIT 1 - CURRENT PRACTICE FOR SELECTION OF ARBITRATORS 30
LETTER OF UNDERSTANDING- DEFINITIONS 31
LETTER OF UNDERSTANDING – POLITICAL CHECKOFF 33
LETTER OF UNDERSTANDING- GOOD FAITH 34
LETTER OF UNDERSTANDING- JOB DUITES 35
LETTER OF UNDERSTANDING- HWA 37

AGREEMENT

between

ALBERTSON'S, LLC.
(Carlsbad, New Mexico)
Store #665 (Clerk)

and

UNITED FOOD AND COMMERCIAL WORKER'S UNION LOCAL NO. 1564

Chartered By
United Food and Commercial Workers International Union

July 6, 2025 through and including June 9, 2029

THIS AGREEMENT is entered into and is effective **as of July 6, 2025** between Albertson's, LLC., first party, hereinafter referred to as the "EMPLOYER," and the United Food And Commercial Worker's Union, Local No. 1564, chartered by the United Food and Commercial Worker's 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:

SECTION 1. RECOGNITION OF THE UNION

1.1 - BARGAINING UNIT - The Employer recognizes the Union as the sole collective bargaining agency for all checking, stocking, receiving, produce, bakery sales, courtesy clerks, delicatessen employees, Starbucks/Coffee Bar **Clerks and Assistant,** bakery production employees and Bakery Operations Manager, 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, Inc. in its supermarket located at 202 W. Church Street Carlsbad, New Mexico; excluding meat department employees, , janitors, office clerical employees, confidential employees, guards, watchmen, professional employees, store director, assistant store directors, scanning coordinators and other supervisors as defined in the Act, and all other employees.

1.2 - 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.

1.3 - BARGAINING UNIT WORK - To prevent the erosion of bargaining unit work, driver salesmen,

1.3 - 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.

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

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

1.6 – 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 Section 5. Front End Managers and Assistant Front End Managers will be clearly designated on the work schedule.

SECTION 2. EMPLOYMENT PROCEDURES

2.1 - 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 and dues in arrears 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, initiation fees and dues in arrears 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.

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

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 2.1 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

2.2 - NOTICE OF NEW HIRES - The Employer agrees to notify the Union in writing within one (1) week from the date of employment of any employee 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. The Union agrees not to claim damages for lost fees and dues as a result of non-compliance with this paragraph.

2.3 - PROBATIONARY PERIOD – (a) The Employer shall have the right to hire any person as a new employee. The first ninety (90) calendar days of employment shall be considered a trial period for all employees during which time an employee may be terminated for any reason. Upon completion of said trial period, seniority rights shall date back to the initial date of employment. All employees shall receive all benefits provided for in this Agreement with the exception of Section 4, Discharge and Discrimination, for the correct classification and the Employer shall in all other respects require said person to work under and live up to all of the provisions set forth in this Agreement.

(b) Employees who are promoted to a new classification shall have a thirty (30) day probationary period. If an employee does not perform satisfactorily during the thirty (30) day period, such employee shall be returned to the previous classification without loss of seniority.

2.4 - CHECK-OFF - The Employer agrees to deduct regular monthly Union dues and initiation fees, and dues in arrears stipulated by Local No. 1564, from wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall be irrevocable for a period of not more than one year or beyond the term of this Agreement, whichever occurs sooner. 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.

2.5 - Employees who have been employed in a classification for six (6) months will be given consideration, by seniority, when an opening occurs in a different higher paying apprentice classification in the same Store. Consideration will be given to employees who are qualified and available to perform the required work, who request such in writing to the Labor Relations Department or Company designee, and such request will be valid for six (6) months. The Employer retains the right of final judgment. However, the Union reserves the right to protest up to, but not including, arbitration. For the purpose of this Section, Apprentice clerks are considered Apprentices.

2.6 - The Union agrees to indemnify and hold the Employer harmless from and against any and all demands, claims, damages, losses, liability or expenses, including without limiting to the generality of the foregoing, attorney's fees, arising from or growing out of the application of Section 2 by the Employer, provided Company gives written notice to the Union within ten (10) days of receiving such written demand, claim, allegation of damages, losses, liability or expenses and the Company 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 Section 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.

SECTION 3. UNION STORE CARD

3.1 The Employer agrees to display within the Store the official Union Store Card and/or decal as supplied by the United Food and Commercial Workers International Union and recognizes that the Union Store Card and/or decal are the property of the Union and are loaned to the Employer. The Union Store Card and/or decals may be removed from the Store by the Union for any violation of this Agreement as determined by a final decision of an Arbitrator in accordance with this Agreement.

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

SECTION 4. DISCHARGE AND DISCRIMINATION

4.1- NON-DISCRIMINATION - (a) The Employer and the Union agree that each will fully comply with 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.

Reference in this Agreement to sex will apply equally to both sexes. For example, any reference to "his", "he", or "him", shall also apply to "her", "she", "hers", and vice versa. References to "they", "them", and "their" shall apply equally to both sexes.

(b) The Employer shall not discriminate against any employee for upholding Union principles, serving on a committee of the Union, or any organization affiliated therewith. Further, the Employer agrees not to discriminate against any employee for filing a grievance, enforcing the Contract or for other legally protected activity.

(c) Nothing in this Agreement shall operate to prevail against affirmative action programs of the Employer with regard to Equal Opportunity Standards or Requirements as set forth by State or Federal Courts.

4.2 - DISCHARGE OR SUSPENSION - DISCIPLINE - The Employer shall have the right to discharge, demote or suspend an employee for just cause.

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 **seven (7)** days for the first offense, and if a second occurs within twelve (12) months, the employee may be discharged.

4.3 - WARNINGS - Employees may be requested to sign or initial warning letters, but such signing or initialing shall in no way constitute agreement with the contents of such notice.

(a) No warning notice shall be valid unless given within a reasonable period of time after the event giving rise to such notice. The warning notice will be personally delivered to the employee and the contents thereof explained at that time. Written warnings shall be effective for a period of twelve (12) months. A copy of such warning will be provided to the Union upon request of the union within a reasonable time after the request.

(b) If an employee is to be terminated because of deficiencies in his work skills, he will be given reasonable opportunity to improve such skills.

(c) An employee who is given a formal warning letter will, upon written request to the Employer's designated representative, be given a copy of such letter.

(d) If an employee is given a written warning notice and 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 of the date that notice is given to the employee, except for holiday weeks,

where it shall be ninety-six (96) hours, from the date the notice is given to the employee.

4.4 - REASON FOR DISCHARGE, SUSPENSION, OR DEMOTION – (a) Any employee who is discharged, suspended, or demoted shall be informed at the time of discharge, suspension, or demotion of the immediate cause. Upon written request to a designated Employer Representative, any employee who is discharged, suspended, or demoted shall be informed in writing of the cause of discharge, suspension, or demotion within forty-eight (48) hours of receipt of such request.

(b) Any employee who is suspended shall be informed of the length of the suspension at the time of the suspension. The Employer can suspend an employee indefinitely pending the completion of a reasonable prompt investigation.

4.5 - PAID ALL MONIES DUE - An employee who quits or is terminated for any reason shall be paid on the next regular payday all monies due.

4.6 - COMPANY RULE - The Employer agrees to furnish the Union with a copy of existing written Company rules and regulations, and it is understood that the employees will be required to comply with same.

4.7 - 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.

SECTION 5. SENIORITY

5.1 - DEFINITION - Seniority shall be defined as the length of continuous service with the Employer within the Southwest Division and shall be applied on an individual Store basis. In the event that employees have the same sonority date, the Employer will decide who is more senior. 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.

5.2 - It is recognized that the hours of part-time employees and Courtesy Clerks shall vary as the needs of the Employer's business directs and therefore, such hour variations shall not constitute a reduction in hours. When hours of a full-time employee are to be reduced to the extent that he will be reduced to a part-time employee, such reduction shall be made on a seniority basis in the department at the Store, providing skill and ability are substantially equal. No reduction in over-time hours or change in Sunday schedule shall be considered a reduction of hours, it being understood that scheduled overtime and Sunday work is not guaranteed.

5.3 - If an employee is temporarily not scheduled to work three (3) consecutive weeks or less, such lack of work shall not constitute a lay-off. Lack of work beyond three (3) consecutive weeks shall constitute a lay-off, and shall be on the basis of seniority in the classification and department in the Store if skill and ability are equal. An employee cannot claim any Sunday or premium time under this Section.

Courtesy Clerks shall be laid off on the basis of Store-wide seniority.

The last employee to be laid off shall be the first recalled to an opening in his classification and department.

5.4 - No employee shall be entitled to any of the benefits of this Agreement which are not specifically provided while on lay-off, and if not rehired within one hundred eighty (180) consecutive days, the employee will be terminated.

5.5 - 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 the current skill and ability of performing that opens in the Store in which the employee is then employed.

5.6 - LAY-OFFS - It is agreed that lay-offs shall occur only at the end of an employee's weekly schedule.

5.7 - 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 10, or any leave granted and conditioned by the Employer; or

(e) Fails to return to work within one (1) week following a call back to work after a lay-off.

5.8 - Full Health and Welfare benefits shall become effective on the first (1st) of the month immediately following the promotion, provided the employee was covered by Vision Care Benefits during the month in which the promotion takes place.

5.9 - SUNDAY WORK - No employee who has given the Store Director a request in writing that he not be scheduled for Sunday work shall be required to work on Sunday. If an employee so requests no Sunday work, such request may only be rescinded after it has been in effect for six (6) months. This Section will not apply if there are not sufficient qualified employees available to properly staff the Store on Sundays.

5.10 - 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. For the purpose of the available hours provision, clerks and apprentice clerks will be considered the same classification.

Part-time clerks and courtesy clerks can exercise their seniority to claim work hours 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, forty hours in six days, 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 hours) 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.

5.11 - 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, provided they have the skill and ability to perform the job and are available for the work schedule.

5.12 - SELECTION OF VACATION - The selection of vacations shall be by seniority on a store basis.

5.13 - SENIORITY LISTS - A seniority list of all employees in the bargaining unit shall be established and maintained and such record shall be made available to the Union upon request semi-annually.

5.14 - For the purposes of Section 5, Seniority, it is agreed that qualifications, skill, ability, and availability of the employees involved will apply in the application thereof.

5.15 - Nothing in Section 5, Seniority, shall be construed to require pay for time not worked.

5.16 - TRANSFERS - Transfers will not be made for arbitrary, capricious or unlawfully discriminatory reasons.

SECTION 6. WORKING HOURS AND OVERTIME

6.1 – A full-time employee 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 the bargaining unit. Hours paid shall include pay for vacation, holiday, jury duty and funeral leave. Employee who meet the definition herein on the date of this Agreement is ratified shall be considered full-time.

6.2 - 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 the bargaining unit Hours paid shall include pay for vacation, holiday, jury duty and funeral leave.

6.3 - WORK WEEK – (a) The work week 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), constitute a regular week's work. If four (4), ten (10) hour shifts are worked, then ten (10) hours shall constitute a day's work and forty (40) hours, consisting of any four (4), ten (10) hour days out of seven (7), constitute a regular week's work.

(b) - 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.

6.4 - WORK DAY - The regular day's work for all employees shall be worked within nine (9) consecutive hours. When four (4), ten (10) hour shifts are worked, the regular day's work shall be worked within eleven (11) consecutive hours.

6.5 - OVERTIME – (a) All time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one work week, shall be deemed over-time and paid for at the rate of time and one-half (1½) the employee's basic straight-time hourly rate of pay, except in accordance with Section 6.3 (b).

(b) - There shall be no pyramiding of over-time and/or premium pay, except that hours worked on Sunday shall be included as hours worked for the purpose of computing hours over forty (40) for the payment of specific over-time.

(c) - No employees shall be required to take time off in lieu of over-time hours worked.

(d) - RATES IN EXCESS OF THIS AGREEMENT - The over-time rate of employees who receive a wage scale in excess of the rates in this Agreement shall be based on said employee's actual rate of pay.

6.6 - BROKEN OR SPLIT SHIFTS - A broken or split shift shall be defined as a 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.

6.7 - MEAL PERIODS - When an employee is scheduled for 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 Employer. Such requests must be submitted in writing at the time special requests are due and are valid and ongoing until changed in writing by the employee.

6.8 - REST PERIOD - Employees shall be granted rest periods based on the number of hours worked during a workday.

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 Employer 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 be notified of his or her release.

6.9 - WORK SCHEDULE - The Employer agrees to post a work schedule for the work week, in ink in each store, by twelve (12:00) noon on Thursday prior to the start of the next work week. All employees listed on the schedule will be provided the work or pay for the hours posted; provided they report to work as scheduled. Each schedule shall show the first and last name of each employee, starting time, meal period, quitting time and days off.

It is understood that circumstances may require the management to change or alter the schedule during the work week in case of emergency (emergency shall be defined as fire, strike, flood, illness, funeral leave, Act of God and other similar emergencies). In case of emergency as defined, the Employer shall notify affected employees of scheduled changes 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. Schedules for part-time and Courtesy Clerks shall not be altered to deliberately reduce the originally posted hours of work.

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

6.10 - STORE MEETINGS - Time spent in required Store meetings called by the Employer shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement. Store meetings shall not constitute a split shift violation or call-in where said Store meetings are scheduled according to Section 6.9 of this agreement. This privilege shall not be abused.

6.11 - READY FOR WORK - All employees shall report and be ready for work at their scheduled starting time. The term "ready for work" shall include appropriate or required dress.

6.12 - WORK GUARANTEE – (a) Employees, with the exception of Courtesy Clerks, reporting for work after being ordered to do so shall receive a minimum of four (4) hours of work or four (4) hours' pay at their regular hourly rate, provided he is available and can work the minimum of four (4) hours.

(b) - The Employer will make available to Courtesy Clerks at least two (2) hours of work when the Employer requests said Courtesy Clerks to report for work and he has so worked, provided he is available to work two (2) hours.

(c) - SUNDAY AND HOLIDAY CALL-IN - 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.

6.13 - Each employee covered by this Agreement shall be scheduled a full day off during the work week unless mutually agreeable between the Employer, the employee, and the Union.

6.14 - 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.

6.15 - 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.

SECTION 7. VACATIONS

7.1 - ONE YEAR - All regular employees who have been in the continuous employ of the Employer for one (1) year shall receive one (1) weeks' vacation with full pay.

7.2 - THREE YEARS - All regular employees who have been in the continuous employ of the Employer for three (3) years shall receive two (2) weeks' vacation with full pay.

7.3 - SEVEN YEARS - All regular employees who have been in the continuous employ of the Employer for seven (7) years shall receive three (3) weeks of vacation with full pay.

7.4 - FIFTEEN YEARS - All regular employees who have been in the continuous employ of the Employer for fifteen (15) years shall receive four (4) weeks of vacation with full pay.

7.5 - TWENTY YEARS - All regular employees who have been in the continuous employ of the Employer for twenty (20) years shall receive five (5) weeks of vacation with full pay.

7.6 - COMPUTATION OF VACATION PAY - Upon completion of one (1) full calendar year of employment, all regular full-time and regular 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 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 hour paid for holiday, jury duty, vacation and funeral leave

7.7 - SELECTION OF VACATION - 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 day unavailable for vacation selection except for following holidays and the days before: Christmas Day, Thanksgiving Day, Memorial Day, Labor Day, Independence Day and New Year's Day.

Bargaining Note (2025): Vacation forfeiture shall be temporarily suspended following ratification of this agreement through June 9, 2029. Between ratification and June 9, 2029, any unused vacation shall be paid out following the employee's next anniversary date.

7.8 - HOLIDAYS - If a holiday named under Section 13 of this Agreement falls within the vacation period of an employee, he or she shall be granted an additional day off, or a day's payment in lieu thereof.

7.9 - VACATIONS - Vacations shall be granted between January 1 and December 31, unless otherwise mutually agreed between the employee and the Employer.

7.10 - TIME LOST - All time lost because of a reasonable absence from work through sickness or authorized absence shall be considered as time worked for the express purpose of determining length of employment.

7.11 - EMPLOYMENT TERMINATED - Any employee whose employment by the Company 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 vacation, shall, upon separation, receive the vacation pay to which he is entitled.

7.12 - PRO-RATA VACATION PAY - All regular full-time employees and regular part-time employees who have completed one (1) year of continuous service, shall be entitled to pro-rata vacation pay. To be eligible for pro-rata vacation pay, the above described employees must give one (1) week's 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. Pro-rata vacation pay shall be based upon full months of employment and neither the partial anniversary month of employment not the partial month in which the termination occurs will be used in determining the fraction of vacation pay due the employee.

7.13 - MILITARY PRO-RATA - Employees who must enter military service shall be eligible for 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 in which they are reinstated based upon their original anniversary date of employment.

7.14 - MILITARY LEAVE - Employees who are required to attend two (2) weeks' national guard or military reserve summer training shall not be required to take their vacation during this period.

7.15 - UNBROKEN VACATION - Vacations shall be unbroken unless by mutual consent between the Employer and the employee.

7.16 – 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 of vacation after seven (7) years of continuous service and four (4) weeks of vacation after fifteen (15) years of continuous service

SECTION 8. CLASSIFICATIONS AND WAGE RATES

8.1 - 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.

8.2 - PRIOR 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.

(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 retroactive for a maximum of sixty (60) days, upon receipt of such written verification.

(b) Comparable work experience shall be work of similar duties with a company of comparable or larger size. Work in convenience stores shall not be considered. Self-employment will not be credited. 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.

(c) Experience shall be credited retroactively for a maximum of sixty (60) days from the date of acceptance of verification which can be submitted up to one hundred twenty (120) calendar days after employment, provided previous experience has been within the last five (5) years and has been comparable work in the retail market. Claims filed after one hundred twenty (120) days from date of 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.

8.3 - COURTESY CLERKS - Courtesy Clerks shall not operate a cash register, stock merchandise, unload trucks, price merchandise, stack merchandise on pallets or hand truck unsold merchandise to the selling floor. Courtesy Clerks can face/condition shelves and cases, remove merchandise from a shelf that is abandoned or damaged, and hang signs.

8.4 - MORE THAN ONE STORE - Whenever an employee is required by the Employer to work in more than one store during the same day, reasonable time consumed by the employee between stores shall be considered as time worked and paid for as part of the regular day's work.

8.5 - PAY SCHEDULE - It is agreed by the Employer that all employees covered by this Agreement shall be paid once each week.

8.6 - RELIEF PAY - In the event a department head covered by this Agreement is on an approved written leave of absence, other than vacation, in excess of one week and a Clerk is assigned to assume the responsibility and accountability of the department head's job, such person shall be paid that department head's basic straight-time rate of pay.

It is understood that "accountability" as used herein means that management of a department is subject to the test of failure to perform work as required.

SECTION 9. HEALTH AND WELFARE

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.

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 (20^{th}) 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 4 – If legislation is enacted which affects Health and Welfare or related benefits, or costs of providing them, this Contract may be opened by either party upon thirty (30) days written notice to the other party for the purpose of negotiating the Section so affected only.

SECTION 10. LEAVES OF ABSENCE

10.1 - 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 to military service in accordance with applicable laws.

(f) Union Leave. Upon written request, a 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.

10.2 - 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 over-time.

10.3 - Employees who are absent because of illness beyond three (3) 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.

10.4 - 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.

10.5 - UNION LEAVE - Employees shall be allowed time off without pay for purposes of attending Agreement negotiations, arbitrations, or for Union meetings or conventions, or Union training schools. Such

leaves shall be granted to not more than one employee per each twenty (20) bargaining unit employees per store, not to exceed two (2) weeks; provided notice for such leave is given in advance sufficient to provide adequate replacement for the employee to be on leave.

10.6 - 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.

10.7 - 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.

SECTION 11. MISCELLANEOUS

11.1 - 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.

11.2 - SHOP VISITATION, BUSINESS AGENTS VISIT- 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 off for such an interview in excess of ten (10) minutes for each employee shall not be on company time.

11.3 - EMPLOYER RECORDS - An authorized Union representative shall have the privilege of examining the Employer's payroll involving employees covered by this Agreement upon request.

11.4 - CONFERENCE - The Employer shall have the right to call conferences with officials of the Union for the purpose of discussing his grievances, criticisms or other problems. The Union shall be granted the same privilege by calling the Employer for discussions of grievances and criticisms.

11.5 - 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, the Company may give reasonable consideration to individual facts and circumstances.

11.6 - REGISTER SHORTAGES - No employee shall be held responsible for register shortages unless adequate procedures have been established by the Employer, except for a check presented by that employee and returned to the store for insufficient funds or due to a closed account. Such conduct shall result 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.

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.

11.7 - BAD CHECKS - Employees shall be subject to disciplinary action, up to and including discharge, for accepting checks in violation of posted Company rules or policy, but will not be held financially responsible

for bad checks negligently or carelessly accepted in the course of their duties.

11.8 - UNION NOTICES - The Employer agrees to permit the Union to post Union notices. The employer shall provide space for the posting of this Agreement and such other notices as may be approved by the Union and the Employer.

11.9 - UNIFORMS AND EQUIPMENT - When the Employer requires aprons, caps, gowns or uniforms, the cost of laundry and upkeep on same shall be at the expense of the Employer except where employees are allowed to wear their own clothes and except when employees are furnished with easy care wash and wear uniforms, then the employee will be responsible for laundering same. Replacement wash and wear uniforms shall be issued upon request provided they show sign of excessive wear. The Employer agrees to furnish an employee who has need of such equipment, all stampers, cutters and dusters used in the course of this employment, but the employee may be held financially responsible for the replacement of the same.

11.10 - ELECTION DAY - The Employer agrees to comply with the terms of the New Mexico State Law in regard to allowing its employees sufficient time off to vote in elections.

11.11 - TRAVEL - 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 Time and Mileage Reimbursement Policy.

11.12 – STEWARDS – The Union shall have the right to appoint two 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).

SECTION 12. MINIMUM CONDITIONS

12.1 - PAY IN EXCESS OF AGREEMENT - No employees who, prior to the execution of this Agreement, were receiving pay in excess of that provided for the class of work performed, or who were receiving benefits not provided herein, shall have a reduction in pay, or any benefit revoked as a result of the operation of this Agreement with the exception of the Company policy on Health and Welfare, which is being replaced under the terms of this Agreement by a Union negotiated Health and Welfare plan. Wages paid in excess of the minimum established in the Contract are to be paid to the individual and not to the job.

Red Circle. Employees who are receiving or who receive a rate of pay in excess of these provided herein shall not have such pay rate reduced, but at any time the pay rate in the labor agreement equals or exceeds the rate being paid, then the Employer shall absorb that portion of the excess pay rate by the amount of the increase or effective date of the rate change in the Contract.

Except as otherwise provided for 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, other than straight-time hourly rates, to the minimums herein prescribed without consent of the Union.

12.2 - 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.

12.3 - RECORDING OF TIME - The Employer shall make suitable provisions for recording the hours worked by each employee covered by this Agreement. Employees will be responsible for the recording of time on their own time cards and will be paid in accordance with the time properly recorded on such time cards. Employees failing to follow the proper procedure regarding time cards will be subject to discipline.

12.4 - NOTICE OF RESIGNATION - An employee desiring to terminate employment shall give at least one (1) weeks' notice to the Employer in writing or forfeit all vacation due since the last anniversary date and the Employer agrees to provide said employee with a week's work or a week's pay in lieu thereof.

12.5 - LEGAL PROCEEDING - Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances in legal proceedings at the request of or in behalf of the Employer, less amounts paid the employee as and for witness fees.

SECTION 13. HOLIDAYS

13.1 - PAID HOLIDAYS - The Employer agrees that the following days shall be observed as holidays and employees shall be paid therefore as if the holiday was a regular work day:

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

13.2 - When any of the above enumerated holiday's falls on Sunday, the following Monday shall be considered the holiday and observed as such by all employees; provided, the Employer's store is open for business on that Sunday.

13.3 - Employees shall receive Holiday Pay based on the average number of hours paid during the last 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 hours paid for holidays, 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

13.4 - 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 preceding 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 the 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.

13.5 - Employees required to work on holidays will be paid for the hours worked at double (2X) their

hourly rate of pay in addition to the holiday pay as provided above. Holiday premium for new hires (hired on or after June 4, 2006) shall be $1.00 per hour.

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

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

13.8 - FLOATING PERSONAL HOLIDAY - 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. The Employer will make reasonable efforts to accommodate employee requests based on date and time of application. An employee's floating personal holiday may not be carried over past the employee's anniversary date of employment.

The employee and the Employer shall make reasonable efforts to schedule the employee's first floating personal holiday during the anniversary year. In succeeding years the employee and the Employer shall make every effort to schedule the employee's personal holiday within each anniversary year.

The Employer reserves the right to determine the number and classification of employees who may take Personal Holidays on any day or week, provided, this determination is not arbitrary or capricious, and does not deprive any employee of his or her holiday.

BARGAINING NOTE: The intent is for employees not to lose or reduce their personal days.

13.9 - HOLIDAY ROSTER – Three weeks prior to a holiday listed in section 13.1 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.

13.10 – Notwithstanding anything else in this Section 13, employees hired on or after June 4, 2006 shall only be eligible for Easter, Independence Day, Labor Day, Thanksgiving and Christmas holidays (after having worked their probationary period), and three (3) personal holidays **following their one-year anniversary date of employment**.

SECTION 14. GENERAL PROVISIONS

14.1 - BOND - Whenever the Employer requires a bonding of an employee or the carrying of any insurance for the indemnification of the Employer, the premium for same shall be paid for by the Employer. Posting of a cash bond by an employee shall not be required or allowed.

14.2 - 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.

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

SECTION 15. STRIKES AND LOCKOUTS

During the term hereof the Union agrees that there shall be no strike, sympathy strikes, hand billing, picketing and boycotting 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.

SECTION 16. GRIEVANCE AND ARBITRATION

16.1 - 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.

16.2 - 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 Albertsons 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) working 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.

(c) 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.

16.3 - 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.

16.4 - 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.

16.5 - 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.

16.6 - 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.

SECTION 17. JURY DUTY

17.1 - Employees who are required and who report for jury duty shall be paid by the Employer 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 over-time.

17.2 - In order to be eligible to receive payment under this Section, an employee must notify his Store Manager on his first (1st) work day 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 off which payment is claimed.

17.3 - 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 work day, the employee shall promptly report to complete any remaining hours of his scheduled work day, provided no employee shall be required to so report for work on any day on which he has served and been compensated by the Court for at least eight (8) hours jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which he served and was compensated for jury duty by the Court on that day.

17.4 - 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 an appearance, and such time shall not be considered as part of the work week under the terms of this Agreement.

SECTION 18.FUNERAL LEAVE

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

18.2 - 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 is necessary.

18.3 - 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.

SECTION 19. CHARITY

The Employer and the Union agree that neither shall conduct or handle any campaign or drive for charitable purposes among the employees covered by this Agreement, except where the cooperation and contribution of the employee is voluntary.

SECTION 20. RIGHTS OF MANAGEMENT

20.1 - The management of the Company and the directions of the working force, including the right to plan, direct and control retail operations; to hire, lay-off 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 just cause, are to be the sole right to, and function of the Employer.

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

20.3 - 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

SECTION 21. PENSION

Effective February 1, 2015, the Employer agrees to pay $0.50 per hour to the UFCW Consolidated Pension Fund for the Employer's Deemed Past Service Liability ("DPSL") as that term is defined in Appendix C to the UFCW Consolidated Pension Plan. The Employer understands that its contribution obligation with respect to its Deemed Past Service Liability applies to all bargaining unit employees, including employees who are hired on or after the date of this Agreement. The Employer understands that its DPSL is governed by Appendix C to the UFCW Consolidated Pension Plan. Pursuant to Appendix C to the UFCW Consolidated Pension Plan, the Employer may pay the balance of its DPSL in full at any time.

The Employer agrees to remit DPSL contributions on behalf of each bargaining unit employee for any hour or period for which he/she receives, or is entitled to receive, compensation from the Employer (regardless of whether the employment relationship is terminated), including vacation, holidays and other hours of leave paid by the Employer. The Employer shall pay any contributions that would have otherwise been paid on any bargaining unit employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.

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.

Albertsons 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.

SECTION 22. 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.

SECTION 23. SUCCESSORS AND ASSIGNS

23.1 - ACCRUED VACATION - It is further agreed by the parties hereto that, upon sale or transfer of ownership of the Employer's business, or upon dissolution of business, vacation pay for all months worked for which no vacation pay has been given shall be immediately paid to all employees coming under this Agreement, regardless of length of time said employee has been with the Employer.

23.2 - In the event of a sale or transfer or a store or stores, an employee shall be allowed a seven (7) day period from the date of announcement to the employees of the sale or transfer, during which time he may determine whether he wishes to stay with the seller or whether he wishes to make application for employment with the new owner or transferee.

In the event of a sale or transfer or a store or stores, the new owner or transferee shall make every effort to fill his employment needs in such store or stores from those employees of the seller or transferor who were employees in the stores sold or transferred.

Such new owner or transferee, however, shall not be required to retain in his employ any of the employees of the seller or transferor. Any employee of the seller or transferor who is employed within the thirty (30) day period referred to immediately below by the new owner or transferee shall be employed on a probationary basis for a period of thirty (30) days from the date the new owner or transferee assumes responsibility for the management and operation of the store or stores, subject to termination with such thirty (30) day period shall not be reviewable through the grievance or arbitration procedures.

Any employee of the seller or transferor who is employed by the new owner or transferee within such thirty (30) days period and who is retained on the payroll of the new owner or transferee for a period in excess of such thirty (30) day period, shall be credited with and retain all seniority acquired while in the employ of the seller or transferor for the purpose of determining benefits to which he is entitled under the Collective Bargaining Agreement with the new owner or transferee by virtue of such seniority, as if his employment were continuous, including retention of anniversary date of employment, vacation eligibility; provided that the employees of the seller or transferor shall for the purposes of termination be credited with no more seniority than that of the most senior employee employed by the new owner or transferee covered by an Agreement with a United Food and Commercial Workers Union Local on the date of assumption of responsibility, and provided further, that the new owner or transferee shall not be liable for any benefits or payments owned to the employee because of employment with the seller or transferor. In no case shall an employee receive vacation benefits in excess of those provided for in this Agreement.

SECTION 24. TECHNOLOGICAL CHANGE

24.1 - 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:

In the event the Employer introduces major technological change which for the purpose of this Section is defined as 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.

In addition, the parties agree:

(1) The Employer has the right to install such equipment.

(2) Any training or necessary retraining will be furnished expense free by the Employer to affected employees.

(3) Where employee would be displaced by such installation, the Employer will make every effort to effect a transfer.

(4) If an employee is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the employee would qualify for separation pay, if:

a. the employee has two (2) or more years, continuous service;

b. does not refuse a transfer within a twenty-five mile radius;

c. does not refuse to be retrained;

d. such action does not occur more than one (1) year from date of installation;

e. does not voluntarily terminate employment.

(5) 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.

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

SECTION 25. MAJOR 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 concerning the severance of the employees thus affected

SECTION 26.TERM OF AGREEMENT

This Agreement shall be in effective as of **July 6, 2025** and shall remain in full force and effect **through** its expiration date **June 9, 2029** and from year to year thereafter, subject to amendment, alteration or termination by either party upon sixty (60) days written notice given prior to any anniversary date of the Contract beginning with the last date mentioned above.

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.

Signed this 7 day of April 2026.

FOR THE COMPANY
ALBERTSON'S LLC

By: _____
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
President

Ratification Date: 07/05/2025
Term: 07/06/2025-06/09/2029

APPENDIX 'A'
WAGE RATES AND CLASSIFICATIONS

Hired Before May 31, 2003					
Store #665	6/16/2024	**FSAR**	**7/5/2026**	**7/4/2027**	**7/2/2028**
Department Heads*					
Produce Manager	21.67	**22.67**	**23.67**	**24.67**	**25.67**
Assistant Produce Manager	20.95	**21.95**	**22.95**	**23.95**	**24.95**
Liquor Supervisor	21.16	**22.16**	**23.16**	**24.16**	**25.16**
Wine/Beverage Steward	21.16	**22.16**	**23.16**	**24.16**	**25.16**
Service Deli Manager	19.28	**20.28**	**21.28**	**22.28**	**23.28**
Assistant Deli Manager	18.20	**19.20**	**20.20**	**21.20**	**22.20**
Lobby Supervisor	17.96	**18.96**	**19.96**	**20.96**	**21.96**
Service Operations Assistant	21.60	**22.60**	**23.60**	**24.60**	**25.60**
Service Supervisor	21.45	**22.45**	**23.45**	**24.45**	**25.45**
Dairy Supervisor, Frozen Supervisor, Night Crew Supervisor	21.60	**22.60**	**23.60**	**24.60**	**25.60**
Receiver	21.60	**22.60**	**23.60**	**24.60**	**25.60**
Grocery 4th	21.60	**22.60**	**23.60**	**24.60**	**25.60**
Food Clerks					
Journeyperson	21.06	**22.06**	**23.06**	**24.06**	**25.06**
Non Food Clerks Bakery Sales Clerks Union, Courtesy Booth Clerks- Non Union, General Merchandise Clerks, Lobby Clerks, **Coffee Bar Clerks** Service Deli Clerks, Floral Clerks, Salad Bar					
Journeyperson	17.24	**18.24**	**19.24**	**20.24**	**21.24**

Courtesy Clerks	6/16/2024	FSAR	7/5/2026	7/4/2027	7/2/2028
	12.000	**12.60**	**13.00**	**13.40**	**13.80**

NOTE * Each existing courtesy clerk at time of ratification of this 2025-2029 contract at 665 shall receive increases of

$0.60/hr 7/6/25

$0.40/hr 7/5/26

$0.40/hr 7/4/27

$0.40/hr 7/2/28

even if these increases will result in wage rates hire than those listed in the table above

Ratification Date: 07/05/2025
Term: 07/06/2025-06/09/2029

New Hires- Hired After May 31, 2003 but before June4, 2006	6/16/2024	**FSAR**	**7/5/2026**	**7/4/2027**	**7/2/2028**
Store #665					
Department Heads*					
Produce Manager	21.67	**22.67**	**23.67**	**24.67**	**25.67**
Assistant Produce Manager	20.95	**21.95**	**22.95**	**23.95**	**24.95**
Liquor Supervisor	21.16	**22.16**	**23.16**	**24.16**	**25.16**
Wine/Beverage Steward	21.16	**22.16**	**23.16**	**24.16**	**25.16**
Service Deli Manager	19.28	**20.28**	**21.28**	**22.28**	**23.28**
Assistant Deli Manager	18.20	**19.20**	**20.20**	**21.20**	**22.20**
Lobby Supervisor	17.96	**18.96**	**19.96**	**20.96**	**21.96**
Service Operations Assistant	20.60	**21.60**	**22.60**	**23.60**	**24.60**
Service Supervisor	21.45	**22.45**	**23.45**	**24.45**	**25.45**
Dairy Supervisor, Frozen Supervisor, Night Crew Supervisor	21.60	**22.60**	**23.60**	**24.60**	**25.60**
Receiver	21.60	**22.60**	**23.60**	**24.60**	**25.60**
Grocery 4th	21.60	**22.60**	**23.60**	**24.60**	**25.60**
Floral Manager (where designated)	17.80	**18.80**	**19.80**	**20.80**	**21.80**
GM Assistant (where designated)	21.01	**22.01**	**23.01**	**24.01**	**25.01**
Coffee Bar Assistant	**17.80**	**18.80**	**19.80**	**20.80**	**21.80**
Ecommerce Lead	**18.30**	**19.30**	**20.30**	**21.30**	**22.30**
Food Clerks					
Journeyperson	19.85	**20.85**	**21.85**	**22.85**	**23.85**
Non Food Clerks Bakery Sales Clerks Union, Courtesy Booth Clerks- Non Union, General Merchandise Clerks, Lobby Clerks, **Coffee Bar Clerks** Service Deli Clerks, Floral Clerks, Salad Bar					
Journeyperson	16.52	**17.52**	**18.52**	**19.52**	**20.52**

Ratification Date: 07/05/2025
Term: 07/06/2025-06/09/2029

New Hires – Hired on or after June 4, 2006 Clerks (Food and Non Food)

Store #665	6/16/2024	**FSAR**	**7/5/2026**	**7/4/2027**	**7/2/2028**
Clerks (food and Non Food)* **					
First 1040 hours worked	13.00	**14.00**	**14.40**	**14.80**	**15.20**
After 2080 hours worked	13.35	**14.30**	**14.70**	**15.10**	**15.50**
After 3120 hours worked	13.70	**14.65**	**15.05**	**15.45**	**15.85**
After 4320 hours worked	14.05	**15.00**	**15.40**	**15.80**	**16.20**
After 5520 hours worked	14.40	**15.35**	**15.75**	**16.15**	**16.55**
Journeyperson	16.10	**17.10**	**18.10**	**19.10**	**20.10**

Appendix A-1
Managers Hired into manager position after April 1, 2022

Store #665	6/16/2024	**FSAR**	**7/5/2026**	**7/4/2027**	**7/2/2028**
Department Heads					
Produce Manager	20.67	**21.67**	**22.67**	**23.67**	**24.67**
Assistant Produce Manager	19.95	**20.95**	**21.95**	**22.95**	**23.95**
Liquor Supervisor	20.16	**21.16**	**22.16**	**23.16**	**24.16**
Wine/Beverage Steward	20.16	**21.16**	**22.16**	**23.16**	**24.16**
Service Deli Manager	18.28	**19.28**	**20.28**	**21.28**	**22.28**
Assistant Deli Manager	17.20	**18.20**	**19.20**	**20.20**	**21.20**
Lobby Supervisor	16.96	**17.96**	**18.96**	**19.96**	**20.96**
Service Operations Assistant	20.60	**21.60**	**22.60**	**23.60**	**24.60**
Service Supervisor	20.45	**21.45**	**22.45**	**23.45**	**24.45**
Dairy Supervisor, Frozen Supervisor, Night Crew Supervisor	20.60	**21.60**	**22.60**	**23.60**	**24.60**
Receiver	20.60	**21.60**	**22.60**	**23.60**	**24.60**
Grocery 4th	20.60	**21.60**	**22.60**	**23.60**	**24.60**
Floral Manager (where designated)	16.80	**17.80**	**18.80**	**19.80**	**20.80**
GM Assistant (where designated)	20.01	**21.01**	**22.01**	**23.01**	**24.01**
Coffee Bar Assistant	**16.80**	**17.80**	**18.80**	**19.80**	**20.80**
Ecommerce Lead	**17.30**	**18.30**	**19.30**	**20.30**	**21.30**

For the 2025-2029 contract, employees above scale shall receive the JP wage increase for their classification. In addition, hours will not be reset by a lateral increase given in the progression.

"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.

** Specialty Classifications:
Bakery Sales and Service, Deli Clerks, General Merchandise, Drugs and Sporting Goods Clerks, Soft Goods, Camera, Layaway and Jewelry Clerks, Foliage Clerks, Salad Bar Clerks and Tortilleria Clerks.

Hours worked by employees in all 'Specialty' classifications shall be merged to figure an employee's next step increase.

Variety Clerks: A Variety Clerk shall not operate a cash register, nor work plants, cleaning supplies other than mops and brooms, pet foods, paper goods, excluding school supplies, light bulbs, cigarettes, liquor or food items.

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: 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. 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 June 4, 2006 shall not be eligible for Sunday premium.

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.

EXHIBIT 1 - 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 Company 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

Set forth below are the Understandings concerning the attached Contract.

1. **Section 1.3 - Bargaining Unit Work:** The Contract will not be construed to limit the substitution or addition of new comparable products to those presently being handled by employees outside the bargaining unit or to limit the present practice in the store.

2. **Section 2.2 - Notice of New Hires:** It is agreed that the Union will furnish postage prepaid forms or envelopes and see that such forms and/or envelopes are kept in the store.

3. **Section 4.3 - Warnings:** The second sentence of this Section will have no application to Company Cash Handling and Cash Register Operation Policies.

4. **Section 5.2:** It is agreed that the second paragraph of this Section will not excuse compliance with the second sentence of paragraph one of this Section.

5. **Section 5.4:** It was agreed that this Section would not apply to emergencies, but only to lay-offs resulting from a reduction of volume.

6. **Section 6.10 - Store Meetings:** This was agreed upon assurance of the Union that there is no other provision of the Contract that could affect payment for the scheduled Store Meetings other than those referred to in Section 6.11.

7. **Section 8.3 - Courtesy Clerks:** It is understood and agreed that the language of this Section will not be construed to limit Courtesy Clerks from performing the restrictive duties, other than operation of cash registers, for short periods of time in emergency situations.

8. **Section 11 - Leaves of Absence:** For the purpose of this Section, pregnancy is to be treated as any other illness or disability and must be verified by medical evidence as disqualifying the employee for her duties.

9. **Section 12.6 - Register Shortages:** It was agreed upon that this language would be without prejudice to the Union's position as to the adequacy of "adequate procedures."

10. **Section 13.4 - Notice of Resignation:** It was understood that this Section is intended to apply to resigning employees and not to those who would have been otherwise terminated.

11. **Section 15.1 - Bond:** It is understood and agreed that the employee will pay the bond or insurance charge above standard rates.

12. **Section 19 - Funeral Leave:** This provision is agreed to with the understanding that it is reasonable time off.

13. It is agreed that Health and Welfare, Dental and Pension Plans provided for in this Agreement will be in lieu of all other Company Plans.

Ratification Date: 07/05/2025
Term: 07/06/2025-06/09/2029

14. There may be interpretations of language discussed in the negotiations and set forth in the bargaining notes, but not specified herein.

15. It is understood that Albertson's, Inc. will not require an employee represented by United Food and Commercial Workers Union Local No. 1564 to take a polygraph examination as a condition of continued employment.

16. It is understood and agreed that the Collective Bargaining Agreements between the parties will apply to those employed by Albertson's, Inc. in such Stores performing delicatessen work in service or other type delicatessens in the Stores covered by such Contracts other than cold lunch meat deli case immediately adjacent to the Meat Department which is supervised by the Meat Department Manager.

17. If legislation is enacted which offers Health and Welfare or related benefits, or costs of providing them, this Contract may be reopened by either party upon thirty (30) days written notice to the other party for the purpose of negotiating the Section so affected only.

18. It is agreed that if Albertson's, Inc. opens a "box store" to replace any store covered by this Agreement, the Agreement will remain in effect for the store except the wage rates which shall be open to be negotiated to the equivalent of wage rates in effect in the nearest "box store" owned or operated by Furr's, Inc. under contract with Local No. 1564 in the State of New Mexico.

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 Section 2, Employment Procedures, of the collective bargaining agreement effective June 1, 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 7 day of April 2026.

FOR THE COMPANY
ALBERTSON'S LLC

By: 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

Ratification Date: 07/05/2025
Term: 07/06/2025-06/09/2029

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 believe it has a good faith working relationship with UFCW 1564 and will not present any anti-union information during hew 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 7 day of April 2026.

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

Ratification Date: 07/05/2025
Term: 07/06/2025-06/09/2029

Letter of Understanding

In addition to the existing exemptions under the current contracts, the new Service Operations Manger 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.

Signed this 7 day of April 2026.

FOR THE COMPANY
ALBERTSON'S LLC

By: _____
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
President

Ratification Date: 07/05/2025
Term: 07/06/2025-06/09/2029

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:

a. a biological, adopted or foster child, a stepchild or legal ward, or a child to whom the employee stands in loco parentis;
b. a biological, foster, step or adoptive parent or legal guardian, or a person who stood in loco parentis when the employee was a minor child;
c. a grandparent;
d. a grandchild;
e. a biological, foster, step, or adopted sibling;
f. a spouse or domestic partner of any of the forgoing; or
g. an individual whose close association With the employee or the employee's spouse or domestic partner is the equivalent of a family relationship.

9. Albertson's will also allow employees to use their accrued paid sick leave to be absent from work to attend meetings at the employee's child's school or place of care related to the child's health or disability.

10. If an employee or an employee's Family Member is the victim of domestic abuse, sexual assault, or stalking, Albertson's will allow the employee to use accrued paid sick leave to obtain medical or psychological treatment or other counseling, to relocate, to prepare for or participate in legal proceedings, or to obtain services or assist a Family Member with any of the forgoing activities.

11. For leaves lasting two (2) or more consecutive workdays, Albertson's may request reasonable documentation to establish that the paid sick leave was used for one of the sickness, safety, or caregiving purposes described above. Documentation signed by a health care professional indicating the amount of earned sick leave taken is necessary shall be considered reasonable documentation for sick leave. Albertson's may not require the documentation to explain the nature of any medical condition or the details of the domestic abuse, sexual assault or stalking. Albertson's shall not delay the commencement of earned sick leave on the basis that it has not yet received documentation.

12. FMLA and other statutory leave may run concurrently with paid sick leave.

13. Sick leave benefits are not convertible to cash. Albertson's will not pay out accrued but unused paid sick leave upon an employee's separation from the company. However, if an employee separates from Albertson's and is rehired within twelve (12) months after the separation, Albertson's will reinstate any accrued but unused paid sick leave from the employee's previous employment.

14. Where the paid sick leave benefits set forth in this MOU overlap with benefits provided in a collective bargaining agreement or trust fund, including unused paid sick leave accrued under a discontinued agreement or plan, the paid sick leave benefits and parameters set forth in this MOU shall apply first.

15. The parties agree that HWA "shall not be construed to preempt, limit or otherwise affect the applicability of any... policy or standard, including collective bargaining agreements, that provides for greater accrual or use by employees of earned sick leave, whether paid or unpaid, or that extends other protections to employees." 2021 N.M. Laws 131 (1.B. 20) § 12.

16. The parties agree to revise this MOU If necessary to comply with any future amendments to HWA or binding regulations or caselaw interpreting the statute.

17. The parties agree that any discussions which either party may wish to have regarding changes or additions to the relevant trust fund provisions or other related benefits in the CBA(s), in light of HWA, will be the subject of bargaining.

18. The parties agree that they will use their best efforts to resolve disputes arising out of this MOU and

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 7 day of April, 2026.

ALBERTSON'S COMPANIES

By: Shannon Miller

Title: VP of Talent Mgmt

Date: 4/7/2026

UFCW LOCAL 1564

By: Greg Frazier

Title: Pres.

Date: 4/7/26

Ratification Date: 07/05/2025
Term: 07/06/2025-06/09/2029

LETTER OF UNDERSTANDING

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN LOCALS 99, 342, 371, 464A, 480, 536, 1546 and 1564 OF THE UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION (THE "LOCAL UNIONS") AND THE ALBERTSONS COMPANIES ("ALBERTSONS")
November 20, 2020

WHEREAS, Albertsons and the Local Unions are parties to the attached Memorandum of Understanding (the "Albertsons MOU") that provides for Albertsons withdrawal from the UFCW International Union - Industry Pension Fund ("National Fund") and the establishment of a new variable annuity plan to be known as the UFCW International Union - Albertsons Variable Annuity Pension Plan;

WHEREAS, the Albertsons MOU was subject to and conditioned upon, among other contingencies, approval of related memoranda of understandings regarding the withdrawal of The Kroger Co. ("Kroger") and the Stop and Shop Supermarket Company ("S&S") from the National Fund between Kroger, S&S, and certain Locals of the United Food and Commercial Workers Union (the "UFCW Locals" and such memoranda of understandings, the "Kroger MOU" and "S&S MOU"), and ratification of the Kroger MOU and S&S MOU by each of such UFCW Locals on or before October 1, 2020 (the "Kroger Contingency" and "S&S Contingency");

WHEREAS, each of the Local Unions except for Local 455 ratified the Kroger MOU and S&S MOU on or before October 1, 2020;

WHEREAS, Kroger and Local 455 agreed to extend the required ratification date for Local 455 under the Kroger MOU from October 1, 2020 to a later date;

WHEREAS, UFCW Local 455 ratified the Kroger MOU on November 14, 2020;

WHEREAS, Kroger and the applicable UFCW Locals have agreed to amend the Kroger MOU to reflect November 14, 2020 as the extended ratification deadline for Local 455; and

WHEREAS, Albertsons, the Local Unions, and the Benefits Subcommittee of the National Fund wish to extend the deadline in the Albertsons MOU for the satisfaction of the Kroger Contingency from October 1, 2020 to November 14, 2020 with respect to Local 455.

NOW THEREFORE, Albertsons, the Local Unions, and the Benefits Subcommittee of the National Fund, in consideration of and reliance upon the foregoing Recitals and the terms set forth below, agree as follows:

1. Section 11(vi) of the Albertsons MOU is amended to add the following at the end of the existing language: "except for Local 455 which shall be required to ratify such memorandum of understanding no later than November 14, 2020."

2. All other terms and conditions of the Albertsons MOU shall remain in full force and effect.

3. This Amendment, and the Albertsons MOU, as amended, are conditioned upon (i) the execution of this Amendment by Albertsons and each of the Local Unions and (ii) the written agreement of the National Fund to recognize the validity and effectiveness of the terms of the Albertsons MOU, as amended (the "Albertsons Amended Terms") by amendment of the settlement agreement between the National Fund and Albertsons to conform with the Albertsons Amended Terms, with such execution and written agreement occurring on or before November 30, 2020.

4. This Amendment, and the Albertsons MOU, as amended, are conditioned upon (i) the execution by Kroger and each of the UFCW Locals of an amendment to the Kroger MOU and the extension by S&S and each of the UFCW Locals of an amendment to the S&S MOU reflecting the extended ratification deadline for Local 455 and (ii) the written agreement of the National Fund to recognize the validity and effectiveness of the terms of the Kroger MOU and S&S MOU, as amended (the "Kroger and S&S Amended Terms") by amendment of the settlement agreement between the National Fund, Kroger and S&S to conform with the Kroger Amended Terms and S&S Amended Terms, with such execution and written agreement occurring on or before November 30, 2020.

5. Each signatory to this Amendment represents and warrants that:

   a. The execution and delivery of this Amendment have been duly authorized.

   b. The execution and performance of this Amendment (and the Albertsons MOU) will not violate any agreement to which the signatory is a party or by which it is bound.

   c. The Albertsons MOU, as amended by this Amendment, is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Albertsons MOU to be duly executed as of the day and year first above written.

BENEFITS SUBCOMMITTEE OF THE UFCW INTERNATIONAL UNION - INDUSTRY PENSION FUND

Milton Jones — 11/20/2020

Milton Jones, solely in his capacity as a representative of the Benefits Subcommittee and not in any other capacity — Date

Jon McPherson, solely in his capacity as a representative of the Benefits Subcommittee and not in any other capacity — Date

Ratification Date: 07/05/2025
Term: 07/06/2025-06/09/2029

Jason Paradis, solely in his capacity as a representative of the Benefits Subcommittee and not in any other capacity — Date

LOCAL 99 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/20/2020 Date

LOCAL 342 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/24/2020 Date

LOCAL 371 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/24/2020 Date

LOCAL 431 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/23/2020 Date

LOCAL 464A OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/24/2020 Date

LOCAL 480 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/21/2020 Date

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

2920766.1v1