# ALBERTSON'S #905
# RETAIL/CLERK
# 2025-2029

ALBERTSON'S LLC AND UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1564
STORE 905 CLERK


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AGREEMENT

Between

ALBERTSON'S LLC
(Albuquerque, New Mexico)
Store #905 (Clerk)

and

UNITED FOOD AND COMMERCIAL WORKER'S LOCAL NO.1564
Chartered By:
United Food and Commercial Workers International Union, **AFL -CIO**

**July 6, 2025 through and including June 9, 2029**

THIS AGREEMENT is entered into and is effective on **July 6, 2025** between Albertson's LLC, referred to hereinafter as the "EMPLOYER" and the United Food and Commercial Workers International Union, AFL-CIO referred to hereinafter as the "UNION".

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

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

## Article 1 - BARGAINING UNIT

1.1 The Employer recognizes the Union as the exclusive Collective Bargaining Representative for all checking, stocking, receiving, produce, bakery sales courtesy clerks Dish Manager and Clerks, Personal Shopper, Wine/Beverage Steward and Market Street Food Service Operations Manager and Assistant Manager, Kitchen Manager, Food Service Cooks, Clerks and Dishwashers employed by Albertson's, LLC. in its supermarket located at 2910 Juan Tabo NE, Albuquerque, New Mexico; but excluding meat department employees, bakery production employees, janitors, office clerical employees, a scan coordinator, confidential employees, guards, watchmen, professional employees, store director, two (2) assistant store directors, general merchandise manager, and other supervisors as defined in the Act, and all other employees.

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

1.3 - The Scan Coordinator may test scan, and prepare and attach shelf tags; however, other than the above, the scan coordinator will not perform duties historically performed by classifications covered under the Collective Bargaining Agreement, unless they are reasonably related to the scan coordinator's job.

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

## Article 2 - COUNTER-AGREEMENT

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

## Article 3 - UNION SECURITY AND EMPLOYMENT PROCEDURES

3.1 - Union Security.

(a) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall pay the regular monthly dues and initiation fees of the Union, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement begin paying the regular monthly dues and initiation fees of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment begin paying the regular monthly dues and initiation fees of the Union.

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

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

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

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

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

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

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

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

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

3.7 - Work Experience. Previous, provable, comparable work experience within the past ten (10) years from the date of present employment shall be the basis for determination of an employee's rate of pay.

(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.

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

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

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

## Article 4 - CHECK-OFF

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

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

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

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

## Article 5 - DISCHARGE AND DISCRIMINATION

5.1 - The Employer shall not discriminate against an employee for upholding Union principles, serving on a committee of the Union, or any organization affiliated therewith, and failing or refusing to purchase stocks, bonds, securities, or interest in any partnership, corporation, and/or company, nor shall the upholding of such Union principles by said employee be a violation of the Contract.

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

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

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

Any employee that violates state law after review of Company policy regarding the sale of alcoholic beverages to a person not of legal age as identified by state law will be discharged. Any employee that violates state law after review of Company policy regarding the sale of tobacco products to a person not of legal age as identified by state law will be suspended for **seven (7)** days for the first offense, and if a second occurs within twelve (12) months, the employee may be discharged.

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

(a) The warning notice will be personally delivered to the employee and the contents thereof explained at that time. A copy of such warning will be provided to the Union within a reasonable time after the request.

(b) The notice shall specify the conduct objected to and the time limits, if any, for the employee to improve or correct the alleged deficiency or misconduct.

(c) The employee so notified may be requested to initial a receipt of the notice which will in no way be construed to be an admission of any misconduct or agreement with 'the contents of such notice.

(d) This Section shall not be construed to require an Employer to issue a written warning notice in cases where discharge or suspension is imposed for just cause on the offense.

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

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

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

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

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

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

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

## Article 6 - CONTRACT ENFORCEMENT AND SHOP VISITATION

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

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

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

6.4 - Working Rules. When an Employer establishes working rules, a copy of such rules shall be made available to all employees and the Union and it shall be the responsibility of each employee to familiarize himself with those rules. Said working rules shall not be in conflict with the terms of this Agreement. Such rules shall be applied consistently to all members of the bargaining unit provided; however, the Company may give reasonable consideration to individual facts and circumstances.

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

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

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

## Article 7 - UNION STORE CARD

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

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

## Article 8 - RIGHTS OF MANAGEMENT

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

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

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

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

## Article 9 - WORKING HOURS AND OVERTIME

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

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

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

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

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

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

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

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

Part-time employees who are scheduled more than five (5) days in the workweek may, within twenty- four (24) hours of the posting of such schedule, indicate to his Manager in writing a request not to work in excess of five (5) days a week. Such request will be honored and may not again be revoked by the employee for three (3) months from the date of the submission of the written request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.15 - Off-the-Clock. It is intended that there shall be no "free" or "time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or by the Union to be engaging in such unauthorized practice shall be subject to discipline which may include termination.

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

## Article 10 - VACATIONS

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

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

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

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

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

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

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

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

**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.**

10.2 – Computing Vacation Pay. Upon completion of one (1) full year of employment, all regular full-time and part-time employees eligible for vacation shall have their weekly vacation pay based on their average hours paid per week, during the fifty-two (52) weeks preceding their last anniversary date, 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 hours paid for holiday, jury duty, vacation and funeral leave.

10.3 - The Employer retains the right to determine the number and classification of employees who may be on vacation at any given time. Subject to such considerations, employees may request their vacation in writing to the Employer no less than six (6) weeks in advance (from the beginning date of such vacation). The selection of vacations shall be by seniority on a classification, department, and store basis. However, the vacation period shall be designated by the Employer and each regular employee shall be personally notified not less than four (4) weeks prior to the beginning date of such vacation. Posting on a department's schedule board or vacation ledger not less than four (4) weeks prior to the beginning date of such vacation shall satisfy this personal notice requirement. If a conflict arises between employees as to vacation preference, and the employees in question have complied with the above notice provision, seniority shall govern within the classification, department, and store. If a conflict arises between employees as to vacation preference, and one or more employees have not complied

with the above notice provision, vacation shall be awarded on a first, come, first serve basis as to those employees. Employer shall not block out days unavailable for vacation selection except for following holidays and the days before: Christmas Day, Thanksgiving Day, Memorial Day, Labor Day, Independence Day and New Year's Day.

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

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

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

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

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

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

## Article 11 - WAGES

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

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

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

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

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

1. Bag and carry out bags, and/or boxes containing the customer's purchases after they have been bagged and/or boxed to the customer's vehicle.
2. General cleanup duties.
3. Collect and line up pushcarts and return them to the store from the parking lot.
4. Keep the sidewalk and parking area orderly and free from refuse.
5. Crating empty bottles.
6. Sweeping.
7. Assist the customer in handling his or her purchases.
8. Mopping and waxing.
9. Check call prices.
10. Return merchandise to shelves.
11. Water and cover produce at closing time.
12. Facing/conditioning shelves and cases.
13. Removing merchandize from a shelf which is abandoned or damaged.
14. Hanging signs.

Courtesy Clerk Promotion: In the matter of promotion from Courtesy Clerk to Apprentice Clerk, the Employer shall have the right to exercise its final judgment after giving due regard to seniority; provided the factors of skill, ability and availability are relatively equal. There is no contractual obligation to promote a Courtesy Clerk.

The Employer may promote Courtesy Clerks to Apprentice Clerks when there is an opening for an Apprentice Clerk. Promotions shall be based upon the judgment of the Store Director.

The Courtesy Clerk promoted to Apprentice Clerk shall be on probation for sixty (60) consecutive workdays. If he does not qualify as an Apprentice Clerk within the above time, the Employer shall return the employee to his former position. Such decision shall be at the sole discretion of the Employer. The Courtesy Clerk promoted to Apprentice Clerk shall receive pay in accordance with Appendix 'A'.

When a Courtesy Clerk is promoted to an Apprentice Clerk, the Employer shall notify the Union in writing within fifteen (15) days of the name of the employee and the store number. Employees promoted under this section shall retain their hire date as their seniority date.

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.

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

## Article 12 - REGISTER SHORTAGES

12.1 - No employee shall be held responsible for register shortages, unless adequate procedures have been established by the Employer 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.

12.2 – No employee shall be required to make financial restitution for bad checks.

## Article 13 - NO REDUCTION

13.1 - No employee who, prior to the execution of this Agreement, was receiving more favorable vacation or pay in excess of that provided herein for the class of work performed shall have his pay reduced or vacations altered as a result of the operation of this Agreement. Wages paid in excess of the minimum established in the Agreement are to be paid to the individual and not to the job.

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

## Article 14 - UNIFORMS

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

## Article 15 - SENIORITY

15.1 - Definition. Seniority shall be defined as the date the associate is hired into an Albertsons store in the county (Bernalillo), but such seniority shall be exercised within the bargaining unit, and no employee shall suffer loss of seniority by reason of approved leave as defined in this Agreement. In the event of employees have the same seniority date, the Employer will decide who is more senior.

Raley's associate who are with Raley's on their day of closing and who have accepted an offer to join Albertsons in a unionized department or store on the first day of operation will be able to retain their Raley's seniority dates. Albertson's LLC will honor the seniority date honored by Raley's for the purpose of vacation, scheduling, layoffs, holidays, wages, wage premiums, etc., as provided by the CBA. Eligibility for any benefit will be based on the new CBA. Any other previous Raley's associates who join a bargaining unit after the first day of operation will have their initial hire dates at Albertsons as their new seniority dates.

Associates at these new bargaining units will not be allowed to use their seniority to take schedules from associates in other bargaining units, to bump if there are any layoffs or closing, etc. Associates at existing Albertsons stores and bargaining units will likewise not be allowed to use their seniority to do the same in these new bargaining units. In the event of employees have the same seniority date, the Employer will decide who is more senior.

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

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

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

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

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

15.4 – As of the effective date of the 2014-2018 agreement, employees transferring into any bargaining unit shall not use their accrued seniority for six (6) months for purposes of scheduling

preference only. This provision does not apply to bargaining unit employees transferring to a new unit within the same county.

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

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

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

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

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

(a) A claim may only be made for the total hours of another shift No fraction of such other shift shall be carved out to add to the shift of the claiming employee.

(b) A claim may be made of another shift with the result being that the employee who has had his shift claimed ends up with no hours for the day in question.

(c) Such employee shall make their claim no later than 12:00 noon of the calendar day following the posting of the work schedule.

(d) An employee may not claim a daily shift for which a premium is paid, or as a result of the claim, a premium or over-time would be required by other provisions of this Agreement, (except for night premium), and may not make a claim for forty (40) hours in six (6) days, except however, an entire weekly schedule may be claimed which included premium pay if such schedule contains more hours than were originally scheduled and the claim does not result in overtime pay.

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

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

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

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

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

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

## Article 16 - HOLIDAYS

16.1 - Paid Holidays. The Employer agrees that the following days shall be observed as holidays and employees shall be paid therefore as if the holiday was a regular workday.

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

(1) Floating Personal Holiday(s). An employee shall become eligible for two (2) floating personal holidays after one year of employment with the Employer. The Employer shall be given written notice by the employee at least two (2) weeks prior to the proposed holiday(s). The Employer will make reasonable efforts to accommodate employee requests based on date and time of application.

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. An employee's floating personal holiday may not be carried over past the employee's anniversary date of employment.

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

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

16.2 - Employees shall receive holiday pay based on the average number of hours paid during the 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 |

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

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

(2) Employees required to work on holidays will be paid for the hours worked at double their straight-time hourly rate of pay in addition to the holiday pay as provided above.

(3) Holiday premium for new hires (hired on or after June 4, 2006) shall be $1.00 per hour.

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

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

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

16.7 – Notwithstanding anything else in Article 16, 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**

## Article 17 - GRIEVANCE AND ARBITRATION

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

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

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

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

The written grievance shall include a statement of the nature of the grievance, date of the occurrence, parties involved, and the provision(s) of the Agreement alleged to have been violated. No grievance may be considered unless the written grievance contains each and every element. Upon receipt of a written notice setting forth the four required grievance elements, the representatives of the Employer and the Union shall confer twice a month on mutually agreeable dates but no later than the 15th and 30th of each month to attempt to settle or resolve the matter. Such resolution may be accomplished by telephone. Both parties shall submit to the other, at this Step 2 conference the reasoning behind their positions. At the conclusion of the Step 2 conference, the Employer or the Union shall submit a statement stating that the grievance has or has not been settled. The Employer shall provide a written response.

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

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

parties will take the following steps:

1. Either party may place the matter into expedited arbitration by notifying the other party of the desire to submit this matter to expedited arbitration and_choosing a mutually agreeable arbitrator from the expedited panel. If an arbitrator cannot be chosen by mutual agreement, the parties shall strike from the list of arbitrators and select the remaining arbitrator after all others have been stricken. If striking the arbitration panel becomes necessary, it will take place within ten (10) working days after the matter is submitted to expedited arbitration. The penalty for failure of a party to timely participate to strike a panel is that party will pay the full cost of the arbitration hearing room facility. Selection shall be made by telephone, and the parties shall jointly contact the arbitrator at the time of selection.

2. The following eleven (11) arbitrators from the previously established list of forty (40) arbitrators designated by the parties have agreed to the expedited terms contained in this section, including an agreement to schedule the hearing within forty-five days, and have agreed to issue an expedited decision within fifteen days from the close of the hearing or from the submission of post-hearing briefs, whichever is later.

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

3. The parties will arrange their schedules to ensure that the arbitration can be scheduled in a reasonably prompt manner, preferably within forty-five days of receipt of the request for expedited arbitration.

4. Post hearing briefs may be filed by either party within fifteen days from the close of the hearing.

5. The Arbitrator will render his or her award as set forth above. If an arbitrator fails in two separate arbitrations to meet the deadlines set forth in this expedited procedure either party may request that his/her name be removed from the eleven-member panel described in paragraph 1 of this expedited procedure, and the parties shall then immediately agree upon a replacement.

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

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

limits may be extended only by mutual agreement in writing signed by both the Union and the Employer.

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

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

## Article 18 - NO STRIKE – NO LOCKOUT

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

## Article 19 - HEALTH AND WELFARE/DENTAL CARE BENEFITS

Article 1 - Trust Fund. Effective June 30, 2015, employees shall cease to participate in the New Mexico UFCW Unions and Employers Health and Welfare Trust Fund ("New Mexico Health Fund"). Effective July 1, 2015, the New Mexico Health Fund shall be merged with, and employees of the bargaining unit and their eligible dependents shall participate in, the United Food and Commercial Workers and Employers Arizona Health and Welfare Trust ("Arizona Health Fund") on the same basis in terms of Plan rules and regulations, eligibility for benefits, benefit designs and employee co-premiums as employees covered under the Arizona Safeway collective bargaining agreement.

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

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

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

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

Article 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.

## Article 20 - LEAVES OF ABSENCE

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

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

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

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

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

(c) Personal Leave. Leaves of absence without compensation for reasonable periods may be granted by the Employer at its discretion to employees who have completed one (1) year of service.

(d) Family Leave. Leaves of Absence of up to one (1) year shall be granted to any employee who upon request shows that they need to provide care for a member of the employee's immediate family. Leaves shall be granted only for the duration of care for which it was initially approved. Employees may use but are not required to use any unused earned vacation pay, PTO or personal day(s) during any period of unpaid approved FMLA leave.

(e) Military Leave. Leaves of Absence shall be granted to employees entering military service or called to military service in accordance with applicable laws.

(f) Union Leave. Upon written request, 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.

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

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

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

(a) Employees will be compensated for time off to a maximum of three (3) regularly scheduled work days in an amount equal to his straight-time hourly rate, times the number of hours (up to eight (8) per day) he would have been scheduled to work. Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day of death or with the day immediately following the day of such death and is a day on which the employee would have worked had it not been for the absence.

(b) If an employee is notified of the death of a member of his immediate family while at work, he shall be allowed the remainder of his work day off if he so wishes. His funeral pay would begin at the time of his leave but would be extended by the number of hours he had worked that day if the full three (3) days of funeral leave pay is necessary.

(c) Immediate family used in this Section shall be defined as the employee's parents, step-parents, in-law parents, spouse, children, step-children, brothers, sisters, grandparents and grandchildren.

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

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

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

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

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

## Article 21 - SAVING CLAUSE

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

## Article 22 - JURY DUTY

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

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

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

22.4 - If an employee is notified to do so by the Store Manager or Assistant Manager when he is excused from jury service either temporarily or permanently, on any scheduled workday, the

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

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

## Article 23 - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of Collective Bargaining and that all such subjects have been discussed and negotiated upon and the Agreements contained in this Contract were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## Article 24 - PENSION

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

24.2 - The Employer's contributions shall be as follows.

| | |
|---|---|
| June 2007 | $0.78 per hour for all hours worked beginning in June. |
| June 2008 | $0.88 per hour for all hours worked beginning in June. |
| May 2010 | $0.98 per hour for all hours worked beginning in May. |

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

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

24.4 - Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the term and provisions of which are to be agreed upon

by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges, and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from shall be paid out of the Pension Fund.

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

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

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

24.8 – If for any reason the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other fringe benefits or wage increases in the amount equal to the cents per hour provided for in this Section for all hours worked at straight-time in lieu of payments into the Pension Fund, and that those employees who are eligible will continue to participate in the Employer's Retirement Plan.

24.9 - 2010-2014 Agreement: Adopt the Funding Improvement Plan adopted by the trustees in 2010 which includes the following schedule, with increases effective retroactive to June 5, 2010. The Desert States Funding Improvement Plan shall include the following schedule: Alternative Schedule 2 consists of the following changes:

(a) Elimination of the Disability Benefit;
(b) Elimination of the Lump Sum Death Benefit;
(c) A reduction of future benefit accruals effective January 1, 2011 to 0.15% of contributions. This percentage does not apply to the contributions required as set forth in (d) below; and
(d) An increase of contributions of $0.10 (June 5, 2010), $0.15 (December 1, 2010) and $0.15 (December 1, 2011).

This Alternate Schedule 2 will also include a $0.10 per hour increase retroactive to June 5, 2010, a $0.15 per hour increase effective December 1, 2010 and a $0.15 per hour increase effective December 1, 2011. Albertsons shall receive a credit for the surcharge contributions that it made that were triggered by the Pension Protection Act. This credit should first be applied against any retroactive amounts due and if there still remains a credit, then against any payments due beginning June 2010.

24.10 – Make any change in contribution rate to the Desert States Employers & UFCW Unions Pension Plan during the term of the **2025-2029** Agreement as the major employers in Arizona.

## Article 25 - BARGAINING UNIT WORK

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

## Article 26 - STORE CLOSING

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

## Article 27 - TECHNOLOGICAL CHANGE

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

1. In the event the Employer introduces major technological change which for the purpose of this Section is defined an electronic price marking, electronic scanner, and any robotic devices which would have a direct material impact affecting Bargaining Unit work, sixty (60) days advance notice of such change will be given to the Union.

2. In addition, the parties agree:

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

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

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

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

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

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

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

## Article 28 - TERM OF AGREEMENT

28.1 - This Agreement shall be effective as of **July 6, 2025** and shall remain in full force and effect **through** its expiration date June **9, 2029.**

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

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

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**

APPENDIX '"A"
WAGE RATES AND CLASSIFICATIONS
WAGES

| Hired Before June 4, 2006 | | | | | |
|---|---|---|---|---|---|
| **Store #905** | 6/16/2024 | **FSAR** | **7/5/2026** | **7/4/2027** | **7/2/2028** |
| | | | | | |
| Department Heads | | | | | |
| Produce Manager | 21.46 | **22.46** | **23.46** | **24.46** | **25.46** |
| Assistant Produce Manager | 19.70 | **20.70** | **21.70** | **22.70** | **23.70** |
| Liquor Supervisor | 20.96 | **21.96** | **22.96** | **23.96** | **24.96** |
| Wine/Beverage Steward | 20.96 | **21.96** | **22.96** | **23.96** | **24.96** |
| Service Deli Manager | 19.18 | **20.18** | **21.18** | **22.18** | **23.18** |
| Assistant Deli Manager | 16.95 | **17.95** | **18.95** | **19.95** | **20.95** |
| Lobby Supervisor | 17.56 | **18.56** | **19.56** | **20.56** | **21.56** |
| GM Assistant (where designated) | 19.80 | **20.80** | **21.80** | **22.80** | **23.80** |
| Service Operations Assistant | 20.15 | **21.15** | **22.15** | **23.15** | **24.15** |
| Service Supervisor | 20.00 | **21.00** | **22.00** | **23.00** | **24.00** |
| Dairy Supervisor, Frozen Supervisor, Night Crew Supervisor | 21.15 | **22.15** | **23.15** | **24.15** | **25.15** |
| Receiver | 20.15 | **21.15** | **22.15** | **23.15** | **24.15** |
| Grocery 4th | 20.15 | **21.15** | **22.15** | **23.15** | **24.15** |
| Floral Manager (where designated) | 17.35 | **18.35** | **19.35** | **20.35** | **21.35** |
| Living Well Specialist | 20.15 | **21.15** | **22.15** | **23.15** | **24.15** |
| **E-Commerce Lead** | 18.25 | **19.25** | **20.25** | **21.25** | **22.25** |
| | | | | | |
| Journeyperson (Food Clerks) | 19.85 | **20.85** | **21.85** | **22.85** | **23.85** |
| Journeyperson (Non Food Clerks) | 15.84 | **16.84** | **17.84** | **18.84** | **19.84** |
| Bakery Sales Clerks Union, Courtesy Booth Clerks- Non Union, General Merchandise Clerks, Lobby Clerks, Service Deli Clerks, Floral Clerks, Salad Bar | | | | | |

| 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 905 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**

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

| **Store #905** | 6/16/2024 | FSAR | 7/5/2026 | 7/4/2027 | 7/2/2028 |
|---|---|---|---|---|---|
| | | | | | |
| Start | 13.00 | **14.00** | **14.40** | **14.80** | **15.20** |
| After 1040 hours | 13.35 | **14.30** | **14.70** | **15.10** | **15.50** |
| After 2080 hours | 13.70 | **14.65** | **15.05** | **15.45** | **15.85** |
| After 3120 hours | 14.05 | **15.00** | **15.40** | **15.80** | **16.20** |
| After 4320 hours | 14.40 | **15.35** | **15.75** | **16.15** | **16.55** |
| Journeyperson (Food ) | 16.40 | **17.40** | **18.40** | **19.40** | **20.40** |
| Journeyperson (Non Food) | 15.89 | **16.89** | **17.89** | **18.89** | **19.89** |

***All current managers as of April 1, 2022 shall receive $2/$1/$1 on the dates listed in the 2022-2025 contract. Note: All current managers shall receive at least a $1 increase at ratification, even if they are currently being paid above scale.***

***Note: Managers assigned to a management position after April 1, 2022 shall be paid $1 above the 2018-2022 contract rate and increase $1 in year 2 of the contract and another $1 in year three of the contract. Appendix A-1 lists the department head rates for those Managers assigned to the management position after April 1, 2022.***

*** Clerks at the 11.60 rate as of April 1, 2022 will be moved to 12.20***

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

| Store #905 | 6/16/2024 | FSAR | 7/5/2026 | 7/4/2027 | 7/2/2028 |
|---|---|---|---|---|---|
| | | | | | |
| Department Heads | | | | | |
| Produce Manager | 20.46 | **21.46** | **22.46** | **23.46** | **24.46** |
| Assistant Produce Manager | 18.70 | **19.70** | **20.70** | **21.70** | **22.70** |
| Liquor Supervisor | 19.96 | **20.96** | **21.96** | **22.96** | **23.96** |
| Wine/Beverage Steward | 19.96 | **20.96** | **21.96** | **22.96** | **23.96** |
| Service Deli Manager | 18.18 | **19.18** | **20.18** | **21.18** | **22.18** |
| Assistant Deli Manager | 15.95 | **16.95** | **17.95** | **18.95** | **19.95** |
| Lobby Supervisor | 16.56 | **17.56** | **18.56** | **19.56** | **20.56** |
| GM Assistant (where designated) | 18.80 | **19.80** | **20.80** | **21.80** | **22.80** |
| Service Operations Assistant | 19.15 | **20.15** | **21.15** | **22.15** | **23.15** |
| Service Supervisor | 19.00 | **20.00** | **21.00** | **22.00** | **23.00** |
| Dairy Supervisor, Frozen Supervisor, Night Crew Supervisor | 20.15 | **21.15** | **22.15** | **23.15** | **24.15** |
| Receiver | 19.15 | **20.15** | **21.15** | **22.15** | **23.15** |
| Grocery 4th | 19.15 | **20.15** | **21.15** | **22.15** | **23.15** |
| Floral Manager (where designated) | 16.35 | **17.35** | **18.35** | **19.35** | **20.35** |
| Living Well Specialist | 19.15 | **20.15** | **21.15** | **22.15** | **23.15** |
| **E-Commerce Lead** | 17.25 | **18.25** | **19.25** | **20.25** | **21.25** |

**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.

Courtesy Clerks hired after ratification of the 2010 – 2014 agreement will receive minimum wage.

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.

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 different arbitrators selected by the Company and 20 different arbitrators selected by the Union. The panel of arbitrators is to be comprised of 20 different Employer selected arbitrators and 20 different union selected arbitrators. 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.

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

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

## LETTER OF UNDERSTANDING - POLITICAL CHECKOFF

Albertson's ("Employer") agrees to deduct uniform political contributions on a monthly basis from the net wages due an employee each month of each employee covered by this collective bargaining agreement who has provided Albertson's with a voluntary individual written authorization to make such deductions on a form that has been mutually agreed upon by Albertson's and UFCW Local 1564 (Union). The Union agrees to indemnify and hold the Employer fully harmless for any liability that arises out of or by reason of any action taken by the Employer in accordance with this Letter of Understanding. The deduction shall be expressly limited to political contributions only and the Employer shall have no obligation whatsoever to make deductions for any purpose other than dues deductions in accordance with Article 3, Union Security and Employment Procedures and Article 4, Check-Off, of the collective bargaining agreement effective June 1, 2003 to June 1, 2006.

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

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

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

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

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.

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
President

## 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

Letter of Understanding

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.

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
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

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

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
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, Talent Mgmt

Date: 4/7/26

UFCW LOCAL 1564

By: Greg Frazier

Title: Pres

Date: 4/7/26

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