# ALBERTSON'S #920
# MEAT
# 2025-2029

ALBERTSON'S LLC AND UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1564
STORE 920 MEAT


ARTICLE 1 RECOGNITION ..... 2
ARTICLE 2 JOB DESCRIPTIONS ..... 4
ARTICLE 3 HOURS OF WORK ..... 5
ARTICLE 4 DISCHARGE AND SUSPENSION ..... 8
ARTICLE 5 HOLIDAYS ..... 9
ARTICLE 6 WAGES ..... 10
ARTICLE 7 GRIEVANCE PROCEDURES ..... 11
ARTICLE 8 SENIORITY ..... 13
ARTICLE 9 LEAVE OF ABSENCE ..... 15
ARTICLE 10 VACATIONS ..... 16
ARTICLE 11 JURY DUTY ..... 17
ARTICLE 12 FUNERAL LEAVE ..... 18
ARTICLE 13 MISCELLANEOUS PROVISIONS ..... 18
ARTICLE 14 UNION AFFAIRS ..... 18
ARTICLE 15 SEPARABILITY ..... 19
ARTICLE 16 MANAGEMENT RIGHTS ..... 19
ARTICLE 17 STRIKE OR LOCKOUT ..... 20
ARTICLE 18 MAINTENANCE OF STANDARDS ..... 20
ARTICLE 19 HEALTH AND WELFARE ..... 20
ARTICLE 20 PENSIONS ..... 21
ARTICLE 21 NO DISCRIMINATION ..... 22
ARTICLE 22 UNDERSTANDINGS ..... 22
ARTICLE 23 STORE CLOSURE ..... 22
ARTICLE 24 TERM OF THIS AGREEMENT ..... 22
APPENDIX 'A' WAGE RATES AND CLASSIFICATIONS ..... 23
EXHIBIT 1 - CURRENT PRACTICE FOR SELECTION OF ARBITRATORS ..... 25
LETTER OF UNDERSTANDING – POLITICAL CHECKOFF ..... 26
LETTER OF UNDERSTANDING- GOOD FAITH ..... 27
LETTER OF UNDERSTANDING- HWA ..... 28
LETTER OF UNDERSTANDING- VAPP ..... 31

AGREEMENT

Between

ALBERTSON'S, LLC
(Taos, New Mexico)
Stores # 920 (Meat)

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, 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 by and between ALBERTSON'S LLC, hereinafter referred to as the "Company", or the "Employer", and the United Food and Commercial Workers International Union, AFL-CIO, LOCAL UNION NO. 1564, hereinafter referred to as the "Union".

## INTENT AND PURPOSE

The Company and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and service, to create mutual respect between management and employees covered by this Agreement, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

## ARTICLE 1 RECOGNITION

Section 1: The Employer recognizes the Union as the exclusive bargaining agent for all meatcutters and meatwrappers employed by the Employer in the meat department of its supermarkets located at, 710 A Paseo del Pueblo Sur, Taos, New Mexico; excluding all other employees, including other food store employees, guards, watchmen, professional employees, and supervisors as defined by the Act, engaged in the retail and wholesale distribution of all fresh meats and all other meat products, including rabbits, fish, and domestic fowl of all kinds, regardless of their origin, within the boundaries of Taos County, State of New Mexico, presently under and within the jurisdiction of the Union.

Section 2: No employees of the Employer, other than employees under the jurisdiction of the Union, will be permitted to cut and wrap meat in the Albuquerque store, except for instruction, business needs, cutting tests, store openings and remodelings. The Employer shall assure that meat cases shall be stocked by members of the bargaining unit to assure an adequate supply of meat for sale. Outside suppliers or salesmen shall not be permitted to stock or price merchandise in the meat cases. When scheduling, the Employer shall anticipate in good faith the

persons necessary to adequately stock meat cases for anticipated business. If, however, unexpected business reduces the inventory in the meat cases below normal and there is no meat employee available to restock from already wrapped and prepared inventory, then the Employer can stock such merchandise with supervisors instead of exercising a less than four (4) hour call-in. Outside suppliers or salesmen may stock or price items in the meat cases when the Deli section is being remerchandised and may also rotate and pull outdated and spoiled product.

Section 3 - Union Shop: (a) All present employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in the Recognition Clause, ARTICLE 1, shall as a condition of employment, pay the regular dues and initiation fees of the Union after the thirtieth (30th) day following the date of this Agreement, and shall do so thereafter during the term of this Agreement. All new employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in the Recognition Clause, ARTICLE 1, shall, as a condition of employment, pay the regular monthly dues and initiation fees of the Union after the thirtieth (30th) day following the date of their last employment and shall do so thereafter during the term of this Agreement.

(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.

Section 4 - 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 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.

Section 5: The Union agrees to indemnify and hold the Employer harmless from and against any and all demands, claims, damages, losses, liability or expenses, including and without limiting to the generality of the foregoing, attorney's fees, arising from or growing out of the application of Section 3 and 4 by the Employer, provided Employer gives written notice to the Union within ten (10) days of receiving such demand, claim, allegation of damages, losses, liability or expenses and the Employer retains the right to approve the defense of any such matter and does not oppose the intervention of the Union in any proceeding pertaining to said Claim. Disputes arising from this Article shall not be subject to any grievance and arbitration procedure except for issues pertaining to the deduction and transmission of employee's money that has been duly authorized by the employee pursuant to this Article.

Section 6 - Check-Off: The Company will deduct from their wages and turn over to the President of the Union the regular current monthly membership dues (plus any arrears) and regular initiation fees in such amount as the Union shall certify in writing, of such members of the Union covered by this Agreement as individually and voluntarily certify by dated written assignment that they authorize such deductions.

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

The Company will not deduct membership dues from wages of any employee unless proper assignment is in the hands of the Company at his main office at least five (5) days before the end of the pay period in which such

deductions are to begin. All sums deducted by the Company shall be remitted to the President of the Local Union, if possible, not later than five (5) days following the closing of the third (3rd) pay period in the calendar month.

Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff or leave of absence; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

The Union agrees to indemnify and hold the Employer harmless from and against any and all demands, claims, damages, losses, liability or expenses, including and without limiting to the generality of the foregoing, attorney's fees, arising from or growing out of the application of Section 6 by the Employer, provided the Employer gives written notice to the Union within ten (10) days of receiving such demand, claim, allegation of damages, losses, liability or expenses and the Employer retains the right to approve the defense of any such matter and does not oppose the intervention of the Union in any proceeding pertaining to said Claim. Disputes arising from this Article shall not be subject to any grievance and arbitration procedure except for issues pertaining to the deduction and transmission of employee's money that has been duly authorized by the employee pursuant to this Article.

Section 7: The Company shall have the right to place Management personnel in the Meat Departments for the purpose of receiving on-the-job training and instructions, up to a maximum of eighty (80) hours per person, provided no regular employees are laid off or suffer a reduction in their normal hours, and such Management personnel will not be required to become members of the Union. It is further agreed that the Union will not attempt to impose any restrictions or penalties upon an Employer for exercising his right.

## ARTICLE 2 JOB DESCRIPTIONS

Section 1 - Head Meatcutter: The Head Meatcutter shall be a qualified Journeyman. He shall be allowed to perform all duties within the meat sections, in addition to all special duties required pertaining to the meat section by the Company. All such work shall be performed during working hours.

Section 2 - Assistant Head Meatcutter: The assistant head meatcutter would have responsibility for the department in absence of the head meatcutter. When openings occur for Assistant Head Meatcutter positions, Journeyman Meatcutters shall be given first consideration provided they have requested such promotion in writing. The decision to promote shall be based upon the Employer's assessment of the employee's judgment, skills, ability, and other qualifications.

If an Assistant Head Meat Cutter is working forty hours a week or more, then a more senior part-time meat cutter in that department will also be scheduled forty hours. Albertson's will meet with the union every nine months to review solely issues relating to the Assistant Head Meat Cutter scheduling.

Section 3 - Journeyman: A Journeyman is a skilled meatcutter who has served his apprenticeship in accordance with this Agreement.

Section 4 - Apprentice: An Apprentice must be eighteen (18) years of age or older, learning all details and developing skills for performing the duties of a Journeyman Meatcutter. The Company agrees to assign each Apprentice to various jobs in order to give him the opportunity to qualify as a Journeyman at the end of his apprenticeship period.

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

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

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

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

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

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

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

It is agreed by the parties that work in the meat market of slicing, grinding, sawing and cutting of the products sold in the Butcher Block department will be performed by employees paid appropriate meat department rates except for incidental work performed on product at the request of the customer. It is agreed between the parties that the Company will be free to transfer employees in the Butcher Block Clerk classification into Meatwrapper or Meatcutter jobs.

## ARTICLE 3 HOURS OF WORK

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

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

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

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

Section 2: A full-time employee is defined as an employee who has been paid forty (40) hours or more for six (6) consecutive weeks, regardless of store location while the employee is assigned to this bargaining unit. Hours paid shall include pay for vacation, holiday, jury duty and funeral leave. 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 his bargaining unit. Hours paid shall include pay for vacation, holiday, jury duty and funeral leave. Employees who meet the definition herein on the date this Agreement is ratified shall be considered full-time.

Section 3: A work schedule for the succeeding week shall be posted in the market not later than noon on Thursday of the current week. All work performed off the work schedule shall be paid for at one and one-half (1½) times the employee's basic straight-time rate of pay. Such pay shall be considered as Penalty Pay except when such work is performed before and/or after the daily work schedule of the employee in which case such work shall be paid at the basic straight-time rate of pay without penalty to the employer as long as such hours do not exceed forty (40) hours per week or eight (8) hours in a day. The work schedule can be changed after the initial posting, only with the written consent of the employees involved. Any employee who fails to report as scheduled shall lose his right for premium pay provided under this Section for that day as set out in this schedule. When part-time employees volunteer to work off their work schedule, such work shall be paid for at their basic straight-time rate of pay without penalty to the Company.

Section 4: When an employee is scheduled actual work hours of seven (7) hours or more, one (1) uninterrupted hour shall be granted each employee for lunch, without pay, without any restrictions being applicable to the employee's personal liberty during such period of time. The lunch period shall be scheduled at approximately the middle of the working shift. Any employee who does not wish to be scheduled for an hour lunch for any day(s) of a particular week must make such a request to waive the lunch or take a thirty (30) minute lunch period, which shall be honored by the Company. Such requests must be submitted in writing at the time special requests are due and are valid and on-going until changed in writing by the employee.

Section 5: (a) All hours worked by employees in excess of thirty-two (32) hours in a week which contains one (1) holiday or after twenty-four (24) hours in a week which contains two (2) holidays shall be paid for at the rate of one and one-half (1½) times the employee's regular straight-time rate of pay.

(b) Work on the holiday shall count toward making up the forty (40) hours in computing overtime over forty (40) hours actually worked, but shall not count as a day worked as one of the four (4) days of work, or as time worked in determining overtime for work in excess of thirty-two (32) hours as set out above. It shall also not count as a day worked as one of the three (3) days of work, or as time worked in determining overtime for work in excess of twenty-four (24) hours as set out above when two (2) holidays occur in the same workweek.

Section 6: Employees required to work more than eight (8) hours in any one day, or more than forty (40) hours in any week shall be paid for such work at one and one-half (1½) times the employee's regular straight-time rate of pay, except for holiday weeks when additional penalties are added.

Section 7: No split shifts shall be required of any employee. Longer lunch periods than specified herein, except when mutually agreed on by the employee and Company or scheduling daily work hours nonconsecutively will constitute a split shift.

Section 8: Any employee called to work shall be guaranteed a maximum of four (4) hours of work or pay in lieu thereof and such pay in lieu of work shall be at the basic rate of pay, provided such employee is available and can work the minimum of four (4) hours. The Employer agrees, where possible, to call in employees by seniority and classification.

Section 9: If employees are required to attend store meetings outside the scheduled daily or weekly work hours, call-in, split shifts, and other language regarding time worked shall not apply to such store meetings. Employees will be paid for the time during which they attend said store meetings.

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

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

If an employee is released by the Company earlier than scheduled, the employee will not be penalized or disciplined for having taken break(s) based upon the above schedule and/or his or her scheduled hours prior to being notified of his or her release. Provided the employee may not take his or her break(s) at the very end of the shift so that the employee can end the shift earlier than scheduled.

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

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

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

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

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

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

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

Section 18: Overtime must be authorized by the Company.

Section 19: Overtime at one and one-half (1½) times the employee's regular straight-time rate of pay shall be paid for all work performed on the sixth (6th) day of the employee's workweek.

Section 20: The Company will schedule all work for part-time employees based on seniority within their classification within their store not to exceed eight (8) hours in any one (1) day or forty (40) hours in any one (1) week provided the employee is available for at least four (4) consecutive hours when the work is available and that this scheduling does not conflict with or prohibit the simultaneous scheduling of another part-time employee. However, this scheduling is not intended to mean that the Company must schedule so as to incur additional premiums or penalties or violate any provision of this Agreement. The part-time employee with seniority must advise the Store Manager that he is available for a posted schedule within twenty-four (24) hours after the store schedule is posted or he has no claim on such schedule of hours.

Section 21: Thirty-Five cents (35¢) per hour over the regular rate of pay shall be paid for all work performed after 6:00 p.m. and before 7:00 a.m. The parties specifically agree that for the purposes of the Fair Labor Standards Act and related state and federal legislation or regulations, the night premium provided in this Section shall not be included in "regular rate of pay" for purposes of computing overtime. Employees hired on or after June 4, 2006 shall not be eligible for Night Work premium.

Section 22: 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 4 DISCHARGE AND SUSPENSION

Section 1: The Company shall not discharge, nor suspend, nor take disciplinary action as respects any seniority employee without just cause. In respect to discharge, suspension, or other disciplinary action, the employee shall be given at least one (1) written warning notice of the complaint(s) against such employee, except that no warning notice need be given to an employee before he is discharged for cause such as dishonesty, drinking or being under the influence of alcoholic beverages or illegally using or being under the influence or possession of illegal drugs on Company property, failure to perform work as assigned, or recklessness resulting in serious accident while on duty. Warning notices for unsatisfactory performance of job duties shall have no force or effect after one (1) year unless another warning notice of a similar or related occurrence is received within a year's time. Warning notices shall only be valid if given to the employee within twenty-one (21) calendar days of when the Company discovers or should have discovered by reasonable diligence the alleged incident.

Section 2: With regard to chronic tardiness or absenteeism, the following disciplinary action shall be taken:

(a) First unexcused absence or tardiness ..... first written warning notice.

(b) Second unexcused absence or tardiness..... second written warning notice.

(c) Third unexcused absence or tardiness..... one week layoff without pay.

(d) Fourth unexcused absence or tardiness..... subject to discharge.

Section 3: It is understood that the employer will not require an employee to take a polygraph examination as a condition of continued employment.

## ARTICLE 5 HOLIDAYS

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

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

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

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

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

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

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

(a) Death in the immediate family (spouse, child, mother, father, brother, sister, grandmother, grandfather, and in-law relationship or any relative residing permanently in the employee's immediate household).

(b) Wife giving birth to child.

(c) Meetings with the Company as representative of the Union.

(d) Absence excused by the Company.

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

Section 5: Eight (8) hours of pay at straight time hourly rate will be allowed each full-time employee who qualifies for such pay in accordance with the above provisions.

Part-time 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 holiday, jury duty, vacation and funeral leave.

| Average Hours | Holiday Pay |
|---|---|
| 6 but less than 12 hours | 2 hours |
| 12 but less than 24 hours | 4 hours |
| 24 but less than 32 hours | 6 hours |
| 32 or more | 8 hours |

When a part-time employee who is otherwise eligible for holiday pay allowance under the conditions as prescribed above is scheduled to work on a recognized holiday and fails to report to work, or to work the hours as scheduled on a holiday, or to work the scheduled day before or day after the holiday, such employee shall not be eligible to receive any holiday pay allowance.

Section 6: The following holidays shall be considered as paid holidays for all qualifying part-time employees working less than twenty-four hours per week:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

after one (1) year of service, three (3) Personal Holidays.

Bargaining Note: The intent is for employees not to loose their floating personal holidays.

Section 7. Three weeks prior to such holiday listed in section 1, the Employer shall post a work roster, and employees may sign such roster if they wish to work the holiday, up to the Wednesday before the schedule is to be posted. Employees who sign the roster shall be assigned such holiday work in order of seniority. Should there not be sufficient volunteers; the Employer may assign work in inverse order of seniority.

Section 8. Notwithstanding anything else in this Article, employees hired on or after June 4, 2006 shall only be eligible for Easter Sunday, 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 6 WAGES

Section 1: Exhibit "A" contains the Wage Schedule which shall be paid employees covered by this Agreement. Exhibit "A" is attached hereto and is hereby made an integral part of the Agreement.

Section 2: Experience shall be credited retroactively for a maximum of sixty (60) days from the date of acceptance of verification which can be submitted up to one hundred twenty (120) calendar days after employment, provided previous service has been within the last ten (10) years and has been comparable work in the retail market.

Section 3: Time spent by an employee traveling during his work day between two (2) stores of the Employer at the request of the Employer shall be counted as time worked. Any employee who is authorized and agrees to use his or her personal vehicle shall receive reimbursement pursuant to the IRS guidelines and rates. Employees may decline to use their own personal vehicle without being issued discipline of any kind. Travel time must be preapproved by store management on duty.

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

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

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

## ARTICLE 7 GRIEVANCE PROCEDURES

Section 1: The Union or any employee in the Bargaining Unit who has any dispute or disagreement of any kind or character arising out of or in any way involving the interpretation or application of this Agreement shall submit such dispute or disagreement for resolution under the procedures and in the manner set forth in this Section.

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

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

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

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

30th of each month to attempt to settle or resolve the matter. Such resolution may be accomplished by telephone. Both parties shall submit to the other, at this Step 2 conference the reasoning behind their positions. At the conclusion of the Step 2 conference, the Employer or the Union shall submit a statement stating that the grievance has or has not been settled. The Employer shall provide a written response.

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

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

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

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

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

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

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

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

Section 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 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.

Section 4: No grievance may be submitted to arbitration by the Union under Step 3, unless the time limit set forth in Step 2 for the filing of the grievance in writing has been strictly complied with. Any grievance which is submitted after such time limit has expired shall be forfeited and waived by the aggrieved party. Failure by the Union or the employee, as the case may be, to observe the time limit set forth in Step 1, shall not constitute a waiver, unless such failure is willful. Time limits may be extended only by mutual agreement in writing signed by both the Union and the Employer.

Section 5: At any Step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance complaint, or dispute further if in the judgment of the Executive Board such grievance or dispute lacks merits or lacks justification under the terms of this Agreement.

Section 6: The arbitration procedure herein set forth is the sole and exclusive remedy of the parties hereto and the employees covered hereby for any claimed violations of this Contract, and for either party during the term of this Agreement, and such arbitration procedure shall be (except to enforce, vacate, or modify awards) in lieu of any and all other remedies or forums of law, in equity or otherwise which will or may be available to either of the parties.

## ARTICLE 8 SENIORITY

Section 1: (a) For the purpose of this Agreement, seniority shall prevail in filling permanent vacancies, transfers, layoffs, and recalls of employees. Probationary employees shall not acquire seniority for the first sixty (60) days; however, if retained beyond said sixty (60) days, the employee's seniority shall be the date the associate is hired into an Albertsons store in the county. 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. There shall be six (6) seniority groups as follows:

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

(b) The seniority area shall be Bernalillo County.
(c) The Head Meatcutter will retain his original seniority date when he returns to the Journeyman Meatcutter classification.

*Bargaining Note: Employees transferring from Raley's will not serve a probationary period with Albertsons LLC if the time employed at Raley's meets the probationary minimum.*

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

Section 3: Seniority will be broken if an employee (1) quits; (2) is discharged for just cause; (3) fails to return to work within seventy-two (72) hours after being recalled by the Company by Certified Mail-Return Receipt Requested to his last known address on Company records; (4) has been laid off from the Company for one (1) year.

Section 4: All employees, in the event of a layoff or transfer, shall be laid off or transferred in accordance with their established seniority within their respective seniority group provided the employees retained or transferred have the ability to perform the work. In rehiring, the last person laid off shall be the first person rehired provided they have the ability to perform the work.

Section 5: Transfers are permitted between establishments of the Company in this seniority area provided seniority is followed.

Section 6: Part-time workers shall be given consideration for full-time work based on their seniority, provided they have the ability to perform the work.

Section 7: Seniority status of employees hired on the same day shall be determined by the Company with notice to the Union.

Section 8: Transfer of Head Meatcutters and employees receiving promotions shall not be subject to the Seniority Clause. When offered a transfer, a Head Meatcutter shall have the option of accepting the transfer or being reduced to Journeyman Meat Cutter classification.

Section 9: Head Meatcutters and Assistant Head Meat Cutters shall be allowed to voluntarily return to the Journeyman Meat Cutter classification without loss of seniority upon giving thirty (30) days written notice to the Company.

Section 10: A permanent vacancy shall be filled in accordance with the following procedure:

(a) Journeyman Meat Cutter and Wrapper vacancies shall be filled by seniority from among those employees who have requested consideration via the posting process and who have the ability to perform the job. The Company shall have the right to fill temporary vacancies without regard to seniority.

(b) Employees desiring to apply for job openings shall submit their request application via the posting process specifying the store location desired.

(c) Apprentice Meat Cutters, Head Meatcutters and Assistant Head Meatcutters shall not be allowed to bid their assignments.

(d) For the purpose of this Section, the Company shall determine ability subject to the No Discrimination Clause of this Agreement.

Section 11: All Apprentice Meat Cutter openings shall first be offered to those employees in the Wrapper classification who have the physical capacity to perform the work. When a Wrapper is assigned to the Journeyman Meat Cutter or Apprentice Meat Cutter classification, the Wrapper will retain seniority in the Wrapper classification for a period of one (1) year. After one (1) year if the former Wrapper continues to be assigned to the Apprentice Meat Cutter or Journeyman Meat Cutter classification, his or her seniority date will be the date assigned as an Apprentice Meat Cutter or Journeyman Meat Cutter. If the former Wrapper is to be laid off, the former Wrapper may elect to be reassigned to the Wrapper classification rather than accept the layoff. If the former Wrapper elects this option, his or her seniority date shall be the date originally assigned as a Wrapper.

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

Section 12: 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.

## ARTICLE 9 LEAVE OF ABSENCE

Section 1: A Leave of Absence shall be granted to non-probationary employees in writing upon written request for the following reasons.

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

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

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

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

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

(d) Family Leave. Leaves of Absence of up to one year shall be granted to any employee who upon request shows that they need to provide care for a member of the employee's immediate family. Leaves shall be granted only for the duration of care for which it was initially approved.

Employees may use but are not required to use any unused earned vacation pay, PTO, or personal day(s) during any period of unpaid approved FMLA leave.

(e) Military Leave. Leaves of Absence shall be granted to employees entering military service or called 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 employees who have completed one (1) year of service or more. This leave may be extended by an additional six months. An employee on a Union Leave of Absence may receive pay from the Union.

Section 2: Seniority rights shall not be broken when an employee is on a leave of absence. However, if any employee, while on a leave of absence, accepts any other job or goes into business for himself, he automatically terminates his employment and loses all rights with the Company.

## ARTICLE 10 VACATIONS

Section 1: Full-time employees who have been on the payroll of the Company for one (1) year shall be entitled to one (1) week of vacation with full pay (40 hours).

Section 2: After three (3) years of service on the payroll of the Company, all full-time employees shall be entitled to two (2) weeks of vacation with full pay (80 hours).

Section 3: After seven (7) years of service on the payroll of the Company, all full-time employees shall be entitled to three (3) weeks of vacation with full pay (120 hours).

Section 4: After fifteen (15) years of service on the payroll of the Company, all full-time employees shall be entitled to four (4) weeks of vacation with full pay (160 hours).

Section 5: After twenty (20) years of service on the payroll of the Company, all full-time employees shall be entitled to five (5) weeks of vacation with full pay (200 hours).

Section 6. 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, three (3) week of vacation after seven (7) years of continuous service, and four (4) weeks of vacation after fifteen (15) years of continuous service.

**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.**

Section 7: Employees with the oldest seniority dates on an individual store basis shall be given preference on vacation dates. The Company retains the right to schedule vacations. Such vacation, once scheduled, may be changed only by agreement between Company and employee except where required by legitimate business necessity.

Section 8: Any employee who has earned his vacation before he has been given an opportunity to take said vacation and leaves the employ of the Company for any reason shall be paid his or her vacation pay, together with any other wages due upon leaving, unless that employee has been terminated for dishonesty related to Company business.

Section 9: Employees shall not be given pay in lieu of a vacation unless mutually agreed between the Union, the employee and the Company.

Section 10: In case the Company closes a meat department or store and cannot place employees who are displaced, either full-time or part-time, the Company agrees to pay such employees who have one (1) year or more service with the Company a pro rata vacation based on one-twelfth (1/12) or major fraction thereof of the vacation he would have earned for each month worked in that anniversary year prior to the closing. This pro rata vacation is to be paid only for vacation earned but not taken. No non-contractual bonuses shall be included in the above computation of vacation pay.

Section 11: Upon completion of one (1) full year of employment, all part-time employees eligible for vacation shall have their weekly vacation pay based on their average hours paid per week, during the fifty-two (52) weeks preceding their last anniversary date, excluding from the "52 week period" calculation is any week that had no paid hours or when the employee was off work due to workers compensation, and not exceed forty (40) hours per week. Hours paid shall include hours worked and hours paid for holiday, jury duty, vacation and funeral leave. No non-contractual bonuses shall be included in the above computation of vacation pay.

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

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

## ARTICLE 11 JURY DUTY

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

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

## ARTICLE 12 FUNERAL LEAVE

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

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

Section 2 - Inventory: The Company agrees that all inventory of merchandise shall be taken during working hours.

Section 3 -Financial Deductions: No employee shall be required as a condition of employment to have deducted from his pay or to make any financial donation or contribution to or for any cause not specifically provided for in this Agreement or required by State or Federal statutes of law.

Section 4 – Meat department employees shall continue to cut and stock all items currently being cut and stocked as of 11/24/14 unless such items are discontinued or the Employer first bargains with the Union over the effects of any proposed changes.

## ARTICLE 14 UNION AFFAIRS

Section 1 - Union Market Cards: In all markets covered by this Agreement, the official Union Market Card shall be displayed where visible to all customers provided there are no violations of this Agreement. Such cards shall remain the property of the Union and shall be surrendered upon written demand at any time only if the Employer has refused to comply with the final decision of an arbitrator reached in accordance with the provisions of this Agreement.

Section 2 - Union Notification: The Employer agrees to notify the Union within one (1) week from the date of employment of any employees subject to this Agreement, of the name of such employee, his or her classification, store where employed and the date of employment. The parties agree that, should the Employer fail to meet the obligation in this respect, the Union will not seek reimbursement of lost dues and fees.

Section 3 - Bulletin Board: The Company will provide a Bulletin Board or other suitable arrangement within

the establishment where the Union may post notices of Union recreational affairs, social affairs, and notices of elections and deaths, appointments and results of Union elections pertaining to the establishment and notices of Union meetings, and a copy of this Agreement.

Section 4 - Union Representatives: No more than two (2) Union representatives shall be admitted at all reasonable times to interview employees on duty. Such visits shall not unreasonably interfere with the efficient operation of the Employer's business.

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

Section 5 - Shop Steward: It is understood that the Union shall have the authority to designate and/or remove from among the full-time seniority employees in the bargaining unit a Shop Steward. There shall be a Shop Steward in each retail chain covered by this Agreement.

The Shop Steward shall be authorized to investigate grievances and shall do so without disturbing the Company's operations. The Company shall have the right to call a conference with the Shop Steward or Union officials for the purpose of discussing complaints raised by the Company and time spent on such meetings by the Shop Steward shall be paid for as time worked.

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

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

## ARTICLE 15 SEPARABILITY

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

## ARTICLE 16 MANAGEMENT RIGHTS

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

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

## ARTICLE 17 STRIKE OR LOCKOUT

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

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

## ARTICLE 18 MAINTENANCE OF STANDARDS

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

## ARTICLE 19 HEALTH AND WELFARE

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

Section 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.

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

Section 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 PENSIONS

*Voted and approved June 2020.*

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

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

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

## ARTICLE 21 NO DISCRIMINATION

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

Section 2: It is agreed between the parties that they will meet at once in order to resolve any and all EEOC problems.

## ARTICLE 22 UNDERSTANDINGS

The parties agree and understand that there exist interpretations of this Collective Bargaining Agreement which were agreed to in negotiations and set forth in bargaining notes but which are not specified herein.

## ARTICLE 23 STORE CLOSURE

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

## ARTICLE 24 TERM OF THIS AGREEMENT

This Agreement shall be effective as of **April 6, 2025** and shall remain in full force and effect **through** its expiration date **June 9, 2029**, and for a period of one (1) year thereafter unless either the Company or the Union desires changes in this Agreement at its expiration date; in which event, on or before sixty (60) days prior to the expiration date of this Agreement, or one (1) year renewal date, written notice outlining the changes desired shall be given by the party proposing the changes to the other party to this Agreement.

## BARGAINING NOTE

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

Signed this 7 day of April 2026.

FOR THE COMPANY
ALBERTSON'S LLC

By: Shannon Miller
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 to June 9, 2029

# APPENDIX 'A' WAGE RATES AND CLASSIFICATIONS

**Hired Before June 4, 2006**

| Store #920 | 6/16/2024 | FSAR | 7/5/2026 | 7/4/2027 | 7/2/2028 |
|---|---|---|---|---|---|
| | | | | | |
| Meat Manager | 27.57 | **28.57** | **29.57** | **30.57** | **31.57** |
| Asst. Head Meatcutter | 26.31 | **27.31** | **28.31** | **29.31** | **30.31** |
| Butcher Block Supervisor | 19.42 | **20.42** | **21.42** | **22.42** | **23.42** |
| | | | | | |
| Meatcutters | | | | | |
| Journeyperson | 26.11 | **27.11** | **28.11** | **29.11** | **30.11** |
| | | | | | |
| Meatwrappers | | | | | |
| Journeyperson | 22.91 | **23.91** | **24.91** | **25.91** | **26.91** |
| | | | | | |
| Meat Stocker, Meat Deli Clerk, Butcher Block Clerk | | | | | |
| Journeyperson | 19.15 | **20.15** | **21.15** | **22.15** | **23.15** |

**New Hire Meat Wrappers, Butcher Block, Meat Deli**
**Hired on or after June 4, 2006**

| Store #920 | 6/16/2024 | FSAR | 7/5/2026 | 7/4/2027 | 7/2/2028 |
|---|---|---|---|---|---|
| | | | | | |
| Start | 14.00 | **14.60** | **15.00** | **15.40** | **15.80** |
| After 1040 hours | 14.40 | **15.00** | **15.40** | **15.80** | **16.20** |
| After 2080 hours | 14.80 | **15.40** | **15.80** | **16.20** | **16.60** |
| After 3120 hours | 15.20 | **15.80** | **16.20** | **16.60** | **17.00** |
| After 4320 hours | 15.60 | **16.20** | **16.60** | **17.00** | **17.40** |
| Journeyperson | 17.50 | **18.50** | **19.50** | **20.50** | **21.50** |

**New Hire Meat Cutters - Hired on or after June 4, 2006**

| Store #920 | 6/16/2024 | FSAR | 7/5/2026 | 7/4/2027 | 7/2/2028 |
|---|---|---|---|---|---|
| | | | | | |
| Start | 14.00 | **15.00** | **16.00** | **17.00** | **18.00** |
| After 2000 Hours | 16.00 | **17.00** | **18.00** | **19.00** | **20.00** |
| After 4000 Hours | 18.00 | **19.00** | **20.00** | **21.00** | **22.00** |
| Journeyperson | 22.60 | **23.60** | **24.60** | **25.60** | **26.60** |

**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.

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. Both the Company and the Union reserve the right to replace one or more of their 20 different 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 methods, 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 1, Recognition, of the collective bargaining agreement effective June 2003 to June 1, 2006.

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

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

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

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

## LETTER OF UNDERSTANDING

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

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

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

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signature of their authorized representative on this 7 day of April 2026.

FOR THE COMPANY
ALBERTSON'S LLC

By: _____
Shannon Miller
Executive Vice President of Talent Management and Training

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

By: _____
Greg Frazier
President

Ratification Date: 07/05/2025
Term: 07/06/2025 to June 9, 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 | UFCW LOCAL 1564 |
|---|---|
| By: Sharman Miller | By: Greg Frazier |
| Title: VP of Talent Mgmt | Title: President |
| Date: 4/7/26 | Date: 4/7/26 |

# LETTER OF UNDERSTANDING

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

**November 20, 2020**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BENEFITS SUBCOMMITTEE OF THE UFCW
INTERNATIONAL UNION - INDUSTRY PENSION FUND

Milton Jones — 11/20/2020

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

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

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

LOCAL 99 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/20/2020 Date

LOCAL 342 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/24/2020 Date

LOCAL 371 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/24/2020 Date

LOCAL 431 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/23/2020 Date

LOCAL 464A OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/24/2020 Date

LOCAL 480 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/21/2020 Date

LOCAL 536 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/23/2020
Date

LOCAL 1546 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/23/2020
Date

LOCAL 1564 OF THE UNITED FOOD AND COMMERCIAL WORKERS

By: _____ 11/20/2020
Date

THE ALBERTSONS COMPANIES

By: _____ _____
Date

20907661v1



Ratification Date: 07/05/2025
Term: 07/06/2025 to June 9, 2029